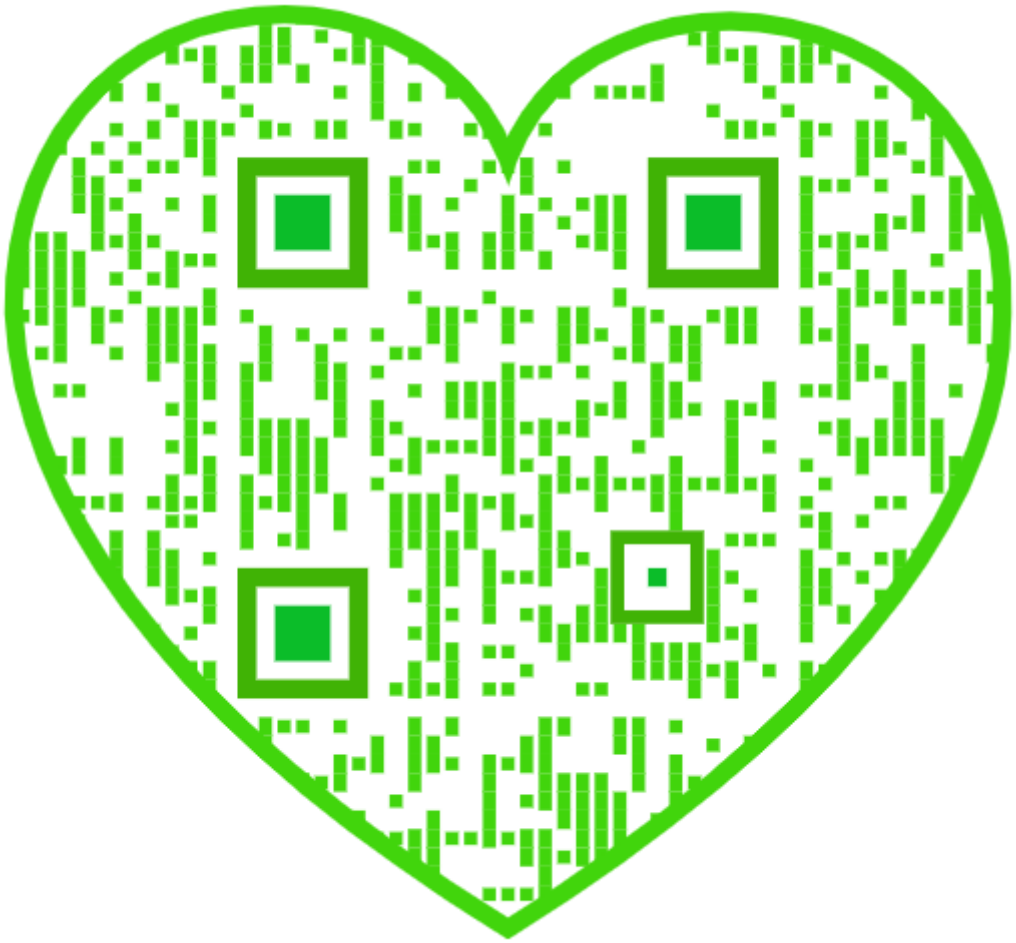

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HISTORY OF CORN MILLING

VOL. III

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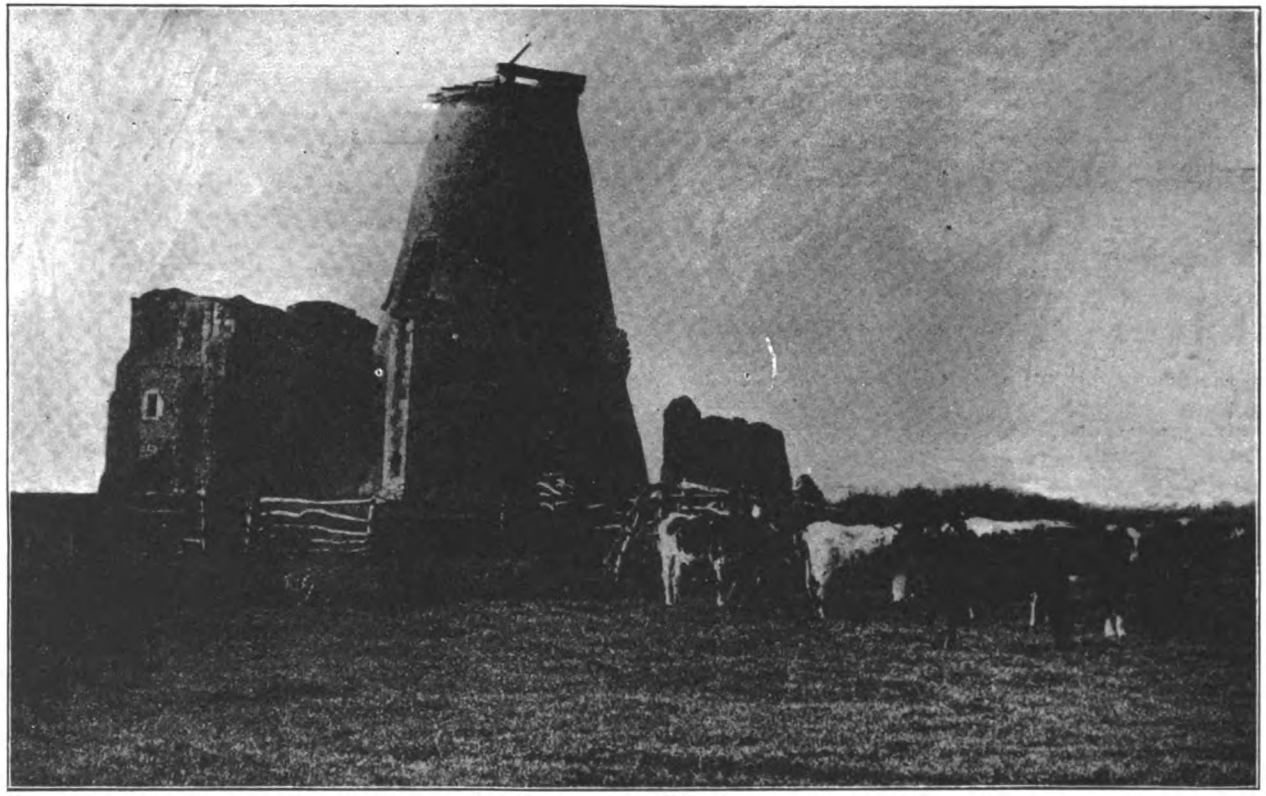


ABANDONED WINDMILL ON RUINS OF ST. BENET'S ABBEY, NORFOLK.

HISTORY OF CORN MILLING

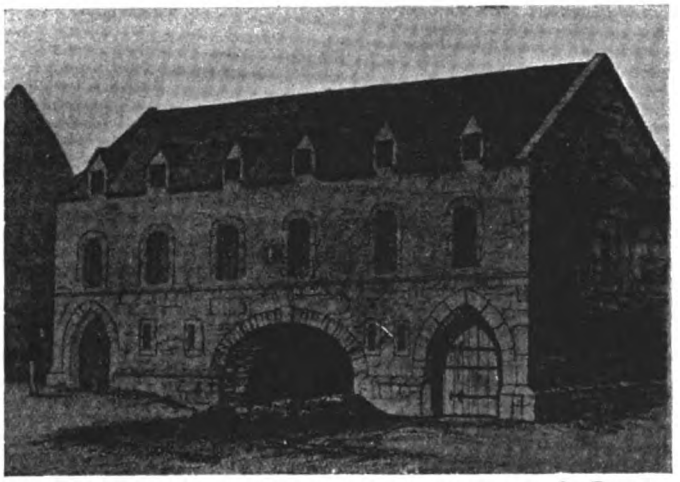
VOL. III

FEUDAL LAWS AND CUSTOMS

BY

RICHARD BENNETT AND JOHN ELTON

WITH APPENDIX
UPON STEAM AND ROLLER MILLING



Ruthin Mill, 13th Century. *See Page 10.*

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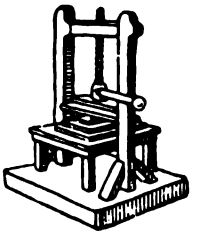

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PREFACE.

WHILE the two preceding volumes deal with the development of milling appliances and processes, the present has for its subject the origin, progress, and supersession of the many curious customs and laws which for centuries environed mills conducted under feudal restrictions and regulations.

The primary and main laws were those by which was established and maintained the right or privilege of milling soke; which gave to landowners, royal or otherwise, the sole power of building and working corn mills, and which bound the tenants on the lands to yield all their grinding custom to such mills. This privilege is shown to have been originated not by any statute, but purely by local manorial custom, and to have been perpetuated in virtue of such recognised custom, or, in other words, by common law irrespective of statute. Primarily, of course, no injustice was involved in tenants being compelled to grind at mills built especially for their convenience and comfort by the local capitalist and landowner, the manorial lord. But the necessity for the exercise of these philanthropic motives on the part of landowners early passed away, and in later ages soke mills were maintained by manorial lords solely as valuable sources of income. When matters had thus vastly changed their aspect, popular hostility to manorial mills very generally resulted in the astriction of tenants being allowed to lapse, and the special privileges of landlords being therefore perforce abandoned. Thus milling soke, as it came into existence without authority of statute law, terminated at length without statutory enactment of any kind; purely in accordance with the demands and the needs of modern times.

Still, in even the present century there existed some few survivals of ancient feudal mills; and the final phase of milling soke is illustrated by accounts of the manner

in which, at these places, claims that could not legally be contested were abolished by the expedient of purchasing them and voluntarily abandoning them on behalf of the community.

Many customs more or less curious naturally sprang up in connection with the maintenance of the privileges of soke mills during several centuries; and many local laws from time to time established to enforce the soke were confirmed in the various law courts of the realm. Various usages relating to the ordinary conduct of the trade concurrently arose, and both of these classes of customs affecting the maintenance and working of feudal mills we have endeavoured to trace down to modern times.

A variety of matters relating to the lowly condition of the medieval craft are utilised to indicate the difficult condition of affairs under which the old-time miller pursued his calling; not least of which was found in the slanderous and ill-natured odium cast upon him ordinarily —and, as we endeavour to show, frequently unreasonably and unjustifiably—by the poorer consumers of the scanty grain supply of those early days.

It had not been our intention to pursue the subject of the development of appliances and mills, treated of in the earlier volumes, beyond the stage of grinding by the natural forces of water or wind; but in view of the lack of any existing history of the introduction of steam and roller mills, we have been induced to append to the present volume some brief synopsis of the facts relating to the origin and development of each of these modern perfections of milling resources.

19 Brunswick Street, Liverpool,
March 1900.

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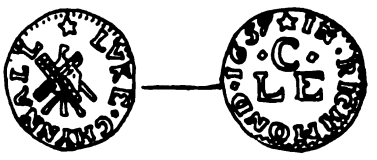


Yorkshire Miller's Token. (From Surtees Publications.)
"*Luke Chynnall In Richmond* 1637."

FEUDAL LAWS AND CUSTOMS.

CHAPTER I.

OF KING'S MILLS.

1. THROUGH medieval times the sovereign possessed mills precisely as might any one of his subjects, and, as already explained, not by virtue of royal privilege, except indeed when mills stood upon lands forfeited to the Crown. The royal estates, always tolerably extensive, were usually well supplied with mills, which were either leased out to millers or worked by sworn keepers, as at Chester, Dublin, &c. King's mills consequently abounded, but they possessed no special rights not enjoyed by any other soke mills. One or two facts illustrative of this ordinary holding of royal mills may be cited.

Text, I. 125.

Mills passed from the sovereign by ordinary grant or sale. Stephen parted with one in a manner which combined a little of both methods, though we fear the value of the mill was by no means equal to the amount the monastic purchasers paid for it: "Stephen, King of the English, to the archbishops, bishops, abbots, sheriffs, justices, vice-barons, ministers, and all his faithful people of England, French and English, greeting. Be it known—for the welfare of my soul, and of the souls of Queen Matilda my wife, Eustace my son, and others my earlier-

Hist. Mon., St. Aug., 367.

I. OF KING'S MILLS. 1. Introductory.

born children; also of King Henry my uncle, and my predecessors Kings of England—I have given and granted to God and the Church and Altar of St. Augustine the mill which I have had within the city of Canterbury, near the East Bridge, and all the watercourse by the said mill, in consideration of the release of bonds for 100 marks [£66 13s. 4d.], which I for my necessity received from the said church. This, in the presence of my barons, William de Ipra, Earl Gilbert, Randolph de Haia, and many others. Wherefore I firmly desire and direct [that the abbey legally hold the said mill]."

The revenue of mills was frequently requisitioned by kings as well as other owners as grants in aid of monastic houses. Edward III., in 1329, thus granted the monks of Ayr an income from his mill there, the chamberlain accounting for the same: "To the said Fraternity of Ayr, grants for the year by special gift of the king annually for the maintenance of their church and monastery there; from the farm of the mills of the lord the king outside the town of Ayr, £20 sterling, payable proportionately at Pentecost and Martinmas. For the two terms included in this account, £20."

In another instance the income from an early king's mill secured a pension to a disabled trooper maimed in the Wars of the Roses. Edward IV. had great reason to remember the fateful event of the battle of Wakefield, December 31, 1460, where the death of his father with 3000 Yorkists prefaced his own accession to the throne. One of the rank and file fighting on the side of the Duke of York was John Sclatter, who emerged from the battle-field a cripple. To him Edward granted a pension from the proceeds of a mill, choosing for the purpose, with grim humour, the mill of the titular capital of

the Palatinate of his defeated enemy Henry VI., Duke of Lancaster. Five years afterwards Edward granted the wardship of Lancaster Castle to one James Calbert by charter (1465), and made the express stipulation that the pension to the soldier should be continued. In the charter of wardship it was declared that this "shall extende not nor in eny wise be prejudicial unto our humble and true Liegeman John Sclatter, of and for a Graunte by us unto hym; in consideracon of the greate hurtes and maymes that he hadd in the warres of our noble Fadre at Wakefielde, where he loste his right hande and that other hande sore maymed; so that he may neyther clothe ne feed hymselfe." The grant, the nature of which the charter states "evydently appereth" in the original deed, is recapitulated, so that there may be no misunderstanding—an "annuite of iiij marcs, to bee taken yerly durying his life, ot the issuez and profites of our Milne, sett in our water of Lowne, in our parish of Lancastre, called Lownismylne [Lune's Mill], to our Duchie of Lancastr belongyng."

Rot. Parl., V. m. 52, 547.

2. Among the most famous of ancient king's mills were those of Dublin and Chester, the early history of the former and the later medieval history of the latter very fully illustrating the method by which large mills on royal estates were worked. But the establishment or restoration of such mills early in the fourteenth century may here be exemplified by the records of Ardee.

2. Ardee Mills.

Text, Vol. IV.

The watermills of Ardee—a fortified town forty miles north-west of Dublin—seem to have constituted part of the military resources of Edward I. or his predecessor Henry III. in their campaigns for the conquest of Ireland. Ardee Mills, which were of even superior size and value to those of Dublin

I. OF KING'S MILLS.

2. Ardee Mills.

Castle, were repaired by Edward I. and leased to practical millers, or rather followers of his own who would employ practical millers, grinding alike for the town and garrison. The documents still remaining with reference to this matter comprise the order for repairs, with terms of contract and bill of costs (1303), followed by the lease, report of survey of mills, and priced inventory of the buildings and plant (1304–5); the whole constituting one of the most circumstantial records of early mills extant. Almost every one connected with the repair and working of the mills will be noted to be Englishmen, of whom, in even the reign of Henry III., large numbers, settled in Dublin, were constituted members of the Merchants' Guild. Ardee Mills were intended by Edward I. to be put in a state of thorough repair, for which purpose was issued the writ:—

Hist. and Mun. Documents of Ireland, 466.

Memorandum quod mandatur Johanni Heruy receptori et ballivus de Atherde quod per visum et testimonium duorum proborum et legalium hominum pro quibus respondere voluerint reparare facient molendina de Atherde in presencia Gilberti de Burton assignati ad supervidendum et contrarotulandura misas et expensas circa reparaciones dictorum molendinorum faciendas. Et allocetur super compotum, &c. Teste, &c., vicesimo septimo die Junii xxxij Ed. I.

Let John Harvey, receiver and bailiff of Ardee, be directed, on the view and testimony of two honest and legally qualified men, whose good faith shall be answered for, to cause to be repaired the mills of Ardee, in the presence of Gilbert of Burton, who is assigned to the supervision of materials and auditing of accounts: and let payments according to the accounts be made. 27 June, 32 Ed. I. [1303].

The contract was very quickly made, and the carpenters at once received a payment on account (according to an estimate supplied by them):—

CONTRACT AND PAYMENTS TO CONTRACTORS.

Anno regni regis Edwardi tricesimo secundo die Jovis proxima post festum Apostolorum Petri et Pauli in presencia Rogeri Gernon vicecomitis Urielis ballivorum de Atherde et aliorum duodecim

virorum legalium, tam de villa quam de baronia convenit inter Johannem Heruy et Gilbertum de Burthon clericum ex parte domini regis pro parte una, et Johannem de Anglia, Walterum molendinarium de Dundugyne et Walterum molendinarium de Atherde, carpentarios, ex parte altera.

Ita scilicet quod predicti Johannes et Gilbertus per visum et consilium predictorum vicecomitis ballivorum et aliorum duodecim virorum, tradiderunt et comiserunt dictis Johanni Waltero et Waltero reparacionem et facturam trium molendinorum domini regis apud Atherde de novo faciendorum. Ita quod ipsi carpentarii omnes custus sumptibus suis et singula onera tam in silvis quam alibi facient et invenient quoad totam et plenam carpentariam quousque debito modo predicta tria molendina unacum carpentaria domuum eorundem perficere et congrue ad molturam perveniant. Salvo tamen quod dominus rex cooperturam dictorum molendinorum sumptibus suis faciet, et inveniet cariagium meremii ubique dictorum molendinorum.

Et ad hoc plenarie et fideliter faciendum predicti carpentarii Willielmum Bethe et Gilbertum Mareschallum invenerunt eorum plegios. Predicti vero carpentarii pro eorum labore sumptibus et carpentaria sua recipient de domino rege viginti et unam marcam per particulas prout eis in eorum carpentaria necesse fuerit ad eorum sustentacionem dum circa dictum opus fuerint faciendi.

Actum et datum apud Atherde die et anno supradictis.

---

2. Ardee Mills.

Memorandum de expensis factis a die Jovis proxima post festum Apostolorum Petri et Pauli anno regni regis Edwardi tricesimo secundo circa reparacionem molendinorum et stagnorum domini regis apud Atherde per manus Johannis Heruy per visum Gilberti clerici de Burthon et ballivorum a dicto die usque ad festum Sancti Jacobi proximo sequens.

Item, computavit solutum et liberatum Johanni de Anglia carpentario et sociis suis in partem solucionis sui operis, quadraginta et quinque solidos duos denarios talliatos.

Item, in stipendium trium hominum conductorum ad aperiendum stagnum unius molendini pro excitu aque et ad illud iterato reficiendum duos solidos.

Item, hominibus et equis conductis cum carris per vices ad dictum stagnum eundo et farina ejusdem extrahenda, quatuordecim solidos decem denarios.

Item, in una caretta conducta ad petras cariandos per octo dies pro reparacione ejusdem stagni, duos solidos quatuor denarios.

Item, pro viginti summis virgarum pro clevis ad domos dictorum molendinorum, decem denarios.

Et memorandum quod conventum est cum quodam cementario ad reficiendum et reparandum decem perticas ejusdem stagni cum petra pro decem solidis.

In the thirty-second year of the reign of King Edward, on the Thursday next after the feast of the apostles Peter and Paul [June 29],

I. OF KING'S MILLS.

2. Ardee Mills.

in the presence of Roger Gernon, sheriff of Louth, the bailiffs of Ardee, and twelve legally qualified men alike of the town and of the barony, an agreement is made between John Harvey and Gilbert of Burton, clerk, on behalf of the lord the king on the one part, and John of England, Walter the miller of Dundugyne, and Walter the miller of Ardee, carpenters, on the other part. That is to say:—The said John and Gilbert, on the view and counsel of the said sheriff, bailiffs, and jury, have committed to the said John, Walter, and Walter the restoration and equipment of the three mills of the lord the king at Ardee, which are now to be erected anew. The said carpenters at their own cost and charge, and upon the responsibility of each and every of them, shall provide and undertake—as well in the forest as elsewhere—all carpentry work for the said mills in the due and accustomed manner; and shall provide a millhouse sufficient and appropriate for the needs of each mill. Except that the lord the king at his own cost shall co-operate in the work, and provide the carriage of the structural timbers to the said mills. And for the full and faithful execution of the same the said carpenters have found as their sureties William Bethe and Gilbert the Marshal. The said carpenters, for their labour and charges and carpentry work, shall receive from the lord the king 21 marks [£14], according to particulars to be delivered, as required for their sustenance during the progress of the work.

Done and dated at Ardee the day and year abovesaid.

Memo. of expenses made on the Thursday next after the feast of the apostles Peter and Paul [June 29], in the thirty-second year of the reign of King Edward, with respect to the reparation of the mills and pools of the lord the king at Ardee, by the hand of John Harvey, under the view of Gilbert, clerk, of Burton, and the bailiffs; and extending from the above day to the feast of St. James next ensuing:—

Item: Agreed to pay and deliver to John of England, carpenter, and his associates, in part payment for their work according to tally, 45s. 2d.

Item: In wages of three men, conduit-makers, for opening out the pool of one of the mills for the exit of the water, and making the same up again, 2s.

Item: For men and horses with carts, drawing material about the pool at various times, with meal for the horses, 14s. 2d.

Item: One cart carrying stones for eight days, for the repair of the pool, 2s. 4d.

Item: Twenty loads of twigs for the enclosure of the houses of the mills, 10d.

Memo.: It is agreed with a certain plasterer to remake and repair ten poles' length of the said pool with stones for 10s.

The restoration of the mills seems to have occupied some months; and in 1305, when Adam

the Chamberlain and John the Cook entered upon their lease, the work does not seem to have been finished.

LEASE OF THE MILLS.

Memo. Quod molendina de Atherde cum anguillis ad eadem venientibus, committuntur Ade le Camberleyng et Johanni Coco, ad terminum duodecim annorum: reddendo inde hic per annum sexdecim marcas. Et predicti Adam et Johanes reparabunt et construent et sustenabunt predicta molendina, custibus suis propriis et expensis, infra terminem predictum. Et dominus rex inveniet et cariabit mæremium, cissum in bosco, ad duo molendini infra villam de Atherde: et distringere faciet citra Pascham carpentarios qui receperunt pecuniam pro constructione illorum molendinorum ad ipsa facienda. Et dominus rex, per breve suum, distringere faciet omnes illos qui sectam debent ad eadem molendina ad eandem sectam faciendum, prout hactenus solebant facere et tenetur.

Et predicti Adam et Johanes in fine termini sui reddent eadem molendina infra villam in meliori statu quo nunc sunt, per sexaginta solidos. Et molendinum extra villam in adeo bono statu quo nunc est. Et ballivus domini regis ibidem inde respondebit inter exitus manerii. Et dominus rex tenetur construere pontem inter duo molendina in villa. Et Rogerus Kenefer et Rogerus de Wodeford sunt plegii predictorum Ada et Johannis de faciendo omnia et singula ad ipsos pertinencia in convencione supradicta.

Et mandatur vicecomiti Urielis quod in propria persona accedat ad molendina predicta et ea cum omnibus circumstanciis eorundem, eo statu quo nunc sunt, per sacramentum, tam in molis mæremio quam aliis: appreciari faciet, &c., et certificet, &c., in quindema Sancti Martini.

Memo.: The mills of Ardee, with the eel-fishing appertaining thereto, are committed to Adam the Chamberlain and John the Cook for a term of twelve years, they paying annually to the Exchequer 16 marks [£10 13s. 4d.]. The said Adam and John shall repair, construct, and maintain the said mills at their own costs and charges during the said term. The lord the king shall provide and carry necessary structural timbers, cut in the forest, for the two mills within the town of Ardee [the third mill presumably not needing timber], and before Easter shall requisition for the constructive work of the said mills that is now in hand carpenters, who shall be paid [by him] for their labour. And the lord the king by his writ shall compel all who owe suit to the said mills to observe the same, as formerly they were used to do and as they still are.

The said Adam and John at the end of their term shall deliver up the two mills in the town in a better state than they are now by the value of 60s., and the mill outside the town in as good a state as it is now; and the bailiff of the lord

I. OF KING'S MILLS.

2. Ardee Mills.

the king there shall account for the same in the rental of the manor. Roger Kenefer and Roger de Woodford are sureties for the said Adam and John, guaranteeing that they shall perform all and singular the conditions incumbent upon them by the above agreement.

And the sheriff of Louth shall be directed personally to go and survey the said mills and everything connected with them, as well with regard to stones and timbers as all other things, and upon oath shall appraise the same and certify thereupon during the fortnight of Martinmas [1305].

Survey and Assessment of Mills and Plant.

In accordance with the foregoing the sheriff summoned a jury, who, having viewed and assessed the mills, duly made their report on or about Saturday, November 20, 1305:—

Vicecomes Urielis retornavit inquisicionem per ipsum captam de valore molendinorum de Atherde, sic:—

Extenta molendinorum de Atherde facta ibidem die Sabbati in Festo Sancti Edmundi regis, anno regni regis Eduardi tricesimo quarto: per subscriptos Walterem Maynard, Adam Godknave, Hugonem Tyrel, &c.

Qui jurati dicunt quod due mole molendini quod vocatur "Ley Mille" valent quinque solidos. Molendinum cum circumstanciis valet centum solidos. Fisula ferrea et totum aliud ferrum de molendino valent quator solidos. Tres enee valent quator solidos octo denarios. Unum dolium cum sera valet duos solidos. Una archa cum una sera valet duodecim denarios. Alia archa valet duodecim denarios. Tectum molendini valet viginti solidos.

Due mole molendini quod vocatur "Maltmille" valent viginti solidos. Molendinum valet viginti solidos. Fisula ferrea et totum aliud ferrum de molendino valent quatuor solidos. Tres enee valent quator solidos octo denarios. Unum dolium valet duos solidos. Una archa cum una sera valet duodecim denarios. Tectum molendini valet dimidiam marcam. Molendinum vetus et fractea quod vocatur "Corn Mille" tam in meremio tacti quam in alio meremio molendini valet unum marcam. Fissula vetus ferri illius molendini et due ligature feree valent octodecim denarios. Eneum illius molendini valet sexdecimo denarios. Die Sabbati Festo San. Edmund. regis 1305.

The sheriff of Louth has presented the inquisition taken by him of the valuation of the mills of Ardee, to wit:—

Survey of the mills of Ardee taken there on the Saturday of the Feast of St. Edmund the King [November 20], in the thirty-fourth year of the reign of Edward the King [1305], by the

under-signed jurors, Walter Maynard, Adam Godknave, Hugh Tyrel, &c., who say :—

	s.	d.
The two stones of the mill called "Ley Mill" are worth .	5	0
The machinery of the mill, with fittings	100	0
Iron pipe or spout and all other mill iron	4	0
Three copper measures	4	8
One dolium tub, with lock	2	0
One chest or bin, with lock	1	0
Another bin	1	0
Mill-hurst, or house	20	0
	137	8

	s.	d.
The two stones of the mill called "Malt Mill" are worth .	20	0
Mill machinery.	20	0
Iron pipe and all other mill iron	4	0
Three copper measures	4	8
One tub	2	0
One bin, with lock	1	0
Mill-hurst.	6	8
	58	4

	s.	d.
The old and fractured mill called "Corn Mill," including timbers of hurst and of mill	13	4
Old iron pipe and two iron hoop bands	1	6
One copper measure.	1	4
	16	2

Saturday, November 20, 1305.

The condition of the "old and fractured" corn mill suggests that the contractors for the repairs had never completed their undertaking. The machinery had gone, and there was but ruinous timber for the jury to assess. The stones also had vanished, probably having been smashed, the two iron bands which had encircled them telling their own tale of some raid on the mill which had laid it prostrate. This must be accounted one of the two mills "within the town" which the lessees were bound to improve in value by 60s.; and if we consider the Malt Mill to have been the other, the total assessed value of the two

I. OF KING'S MILLS.

2. Ardee Mills.

was 74s. 6d., their increased value (60s.) being about 90 per cent. of that sum. The mill which was to be delivered up in as good a state as it was then seems to have been the valuable Ley Mill, or the Meadow Mill, and was no doubt the one to which in the lease the king did not undertake to carry the timber, the mill probably being closely adjoining to the wood. Each of the mills appears to have been enclosed in a hurst of wattle-work, the contractors being paid tenpence for twenty loads of twigs for the purpose, and no mention of stonework occurring. The total value of the three mills as they stood was £10 12s. 2d., and this sum was exactly covered by the amount of one year's rent, £10 13s. 4d.

3. Ruthin Mill.

3. An interesting relic of the time of Edward I. still remains in the existence of the watermill beneath the Castle of Ruthin, a building coeval with the castle, which was erected during the king's reign. The illustration shows its principal architectural features. Some years ago the then miller found it too small for his purposes, and raised it a storey higher, this addition being readily perceivable. The original work does not seem to have been much injured; and the gables, which are evidently perfect, give a correct idea of the original height and pitch of the roof. It faces the north, and at each extremity of that face is an entrance beneath an arch of the period, large enough to admit carts. Small ancient windows of oblong form are seen in front of the building. The arch over the wheels of the mill has been enlarged, probably by the same tenant who raised the roof. In the face of each gable is a single, trefoiled, narrow lancet-window; but that in the western gable has been so mutilated that the arch has been destroyed. Over the window in the east gable a cross in the red sandstone of the district is

See Title-page.

Arch. Camb., 1856, 284.

inserted in the limestone—a symbol which has given rise to much conjecture, and has even led to the suggestion that the building was a chapel of White Friars. Either of two hypotheses may account for the presence of the cross on the structure, which doubtless was once the king's mill appurtenant to the castle. It may have been subsequently granted to the White Friars in the manner that mills so frequently were granted to religious houses, and may have been marked by them with their sacred symbol; or it may have become the property of the Knights Templars, whose landed property was usually marked with a cross. Opposite to the mill are the remains of a private house and a dilapidated barn of large proportions; and close by stood a large mass of granaries, stables, &c. The house was once occupied by the Moyle family, now extinct, but in ancient times probably the keepers of the estate, deriving their name from *Mola*, the mill.

Text, ch. II., § 8.

4. The sovereign, like any other mill-owner, disposed of his private interest in mills by gift (as we have seen) or by sale. The only available records of any extent relating to the sale of royal mills are those of the county of Lancaster, in which the sovereign, as Duke of Lancaster, possessed a vast number of milling properties till the seventeenth century, when their general alienation took place. At the Record Office, Chancery Lane, an interesting memento of these alienations is preserved in "An Account of such Manors, Lands, and Tenements as appear to have been Granted in Fee under the Duchy Seal; collected in 1780." This compilation contains references to a vast number of transactions in manors, lands, advowsons, charity lands, and mills; and from the mass we have extracted those entries referring solely to the mills. These are found to be in many

4. Alienations,

Pub. Records, Calendars and Leases, No. 279

I. OF KING'S MILLS.

4. Alienations.

counties, and the records concerning them to comprise not only sales and leases but various other matters of interest, most if not all of which might beneficially be utilised to further illustrate the history of local mills. For instance, there are accounts of Brotherton and Kudbingley Mills, settlement of water rights, Ed. IV.—Knaresborough Forest Mills (including Leeds), concerning "the soak," Ed. VI.—Congleton Mills and the Mayor, Hen. VI.—"the soak" of Leicester Mills, Ed. IV.—Newcastle (Staff.) Mills, "the burgesses' warr," Hen. V.—&c. The entries range through the reigns of Henry IV., Henry V., Henry VI., and Edward IV.; and, after an interval of about fifty years, of Henry VIII., Edward VI., and Elizabeth; till in 2 James I. commences the wholesale alienation, rapidly conducted by the first and closed by the last of the troubled Stuart kings. Very many mills thus passed from the royal hands; and in one instance no fewer than 140 in Tottington, Clithero, &c., in South Lancashire, were granted in a single gift by Charles II. in 1662 to the Duke of Albemarle, together with the Honour of Clithero.

The references to the records are as follow :—

Berkshire.

Hungerford . . . Ed. VI., fo. 29.
Do.—Edw. Ferrers and Frs. Philips, 7 Jas. I.
Eastgarten Watermill and Horse-mill—Ferrers and Philips, 8 Jas. I.
Hungerford, with soak, suit, &c.—Ferrers and Philips, 11 Jas. I.

Bucks.

Olney—Wm. Whitmore and Edmund Sawrer, 10 Jas. I.
Do. (with fishery)—Ferrers and Philips, 7 Jas. I.

Brecknockshire and Carmarthenshire.

Middle Mill and Cadocks Mill (a lease)—5 Hen. IV., fo. 32.
Molinvoile, Combermill, Morlies, Escrakennys, Mellingvoile or Mellyngoine *als* Mellingoring, Morlies *als* Wendrethes, Llannellthie Melly Tally Clyn, Mellynglin-agwelly, Kevengorath—Ferrers and Philips, 7 Jas. I.

Kidwelly (Fulling), Middle, Cadocks, Pibours, Tresketh, Dowlas, Aughtie—Ferrers and Philips, 8 Jas. I.

Molenvoile, Combe, Morlies, Istrakennis, Mellingoile, Morlies, Llannelthie—Ferrers and Ferrers, confirmation, 11 Chas. I.

High Tresketh, Dowlas, Aughtie—Ferrers and Trigg, 13 Chas. I.

Cambridgeshire.

Soham Mill (built)—Rot. 22 Hen. VI., p. 138.

Soham et Fordham—Ferrers and Philips, 7 Jas. I.

Basingborne—Wilson and Morgan, 8 Jas. I.

Soham, Fordham, Basingborne—Ferrers and Trigg, 13 Chas. I.

Cheshire.

Congleton—Mayor of Congleton, Rot. 30 Hen. VI., fo. 23, part 2.

Runcorn Windmill, Widnies Manor Windmill, Whitleigh Water mill, Halton Windmill and Horse-mill—Ferrers and Philips, 7 Jas. I.

Cumberland.

Whitbeck—Ferrers and Philips, 7 Jas. I.

Derbyshire.

Duffield—Anthony Lowe, Hen. VIII., fo. 68.

Buxton, Wirksworth—Sundry Records, Ayloffe Coll., 1712.

Matlock—Ed. Howard and others, 2 Jas. I.

Eidall—Robt. Earl of Salisbury, 5 Jas. I.

Bounteshall, Fairfield *als* Buxton, Heifield, Duffield, Hasilwood, Eglesbury, Wirksworth, Bentley, Ireton Wood, Castleton, Mainstonfield, Tunstead, Beard, Chesworth, Ashburne—Ferrers and Philips, 7 Jas. I.

River Wye, Wormehill, Sutler's Weele, Heyfield, Burcheover, Staunton, Goosebutts, Bradwall, Alsop, Combes, Darwent, Hobholm, Overhaddon, Happingesmill, Beaureper, Duffieldfrith, Ashbourne—Ferrers and Philips, 7 Jas. I.

Two smelting mills in Matlock—Sir J. Ouchterbury and R. Gurnard, 16 Jas. I.

Bountishall, Ashbourne—Ferrers and Philips, 11 Chas. I.

Duffield, Hasilwood, Eglesburne, Castleton, Hoppingesmill, Beaureper—Ferrers and Trigg, 13 Chas. I.

New Mill at Aldermasty—Edwd. Lowe, 15 Chas. I.

Essex.

Coggeshall—Whitmore and Sawrer, 10 Jas. I.

Coggeshall—R. Woolley and T. Dodd, 2 Jas. I.

Dunmowe, Clarehall in Ashen—Ferrers and Philips, 7 Jas. I.

Langham, Dedham—Ferrers and Philips, 8 Jas. I.

Walden—Thos. Earl of Suffolk, 15 Jas. I.

Badew—John Petre and others, 12 Jas. I.

Dunmowe, Clarehall in Ashen—Ferrers and Ferrers, 11 Chas. I.

Langham, Dedham—Ferrers and Trigg, 13 Chas. I.

Glamorganshire.

Ogmore—Ferrers and Philips, 8 Jas. I.

Gloucestershire.

Tiberton—Earl of Holderness, 22 Jas. I.

Hertfordshire.

Essington—Bridges and Arras, Hen. VIII., p. 198.

Hertford Castle (a lease)—Hen. V., fo. 39.

Bawdes Mill in Brassing *als* Braughinge—Simon Brograve, 10 Jas. I.

Bawdes Mill in Brassing, Kingslangley, Hertford, Hertingfordbury—Ferrers and Philips, 7 Jas.

Hertford Mills—Ferrers and Ferrers, 11 Chas. I.

Hartingfordbury—Scriven and Eden, 9 Chas. I.

Huntingdonshire.

Glatton Holme—Ferrers and Philips, 7 Jas. I.

Lancashire.

Padiham, Bradley—William Waad, 2 Jas. I.

Slyne, Stapleoake, Admarsh, Clitherow, Toddington, Furneis, Amesham, Skirton, Chatburne, Colne, West Derby, Lentworth, Holcarr, Staveley—Ferrers and Philips, first grant, 7 Jas. I.

Creeke, Lowick, Egton, Whitewell Green, Newby, Bromley or Brunley, Bolton in Slyne—Ferrers and Philips, second grant, 7 Jas. I.

Holland, Haslingdon, Accrington, Cliviger—Ferrers and Philips, third grant, 7 Jas. I.

Slateborn, Grindleton—Ferrers and Ferrers, 11 Chas. I.

Over—Weldon and Badbie, 21 Jas. I.

Frawden, Marsden Magna, Penhull, Blackhedge, Shapdenny, Radhallow Parva, Higgenbooth, Newland, Alden, Carkey, Cowsbury, Ugdon, Rossendale, Overgoodshaw, Nethergoodshaw, Over Roughley, Nether Roughley, Hawbooth, Whitley, Whitley Ford, Roodhams, Broadshawbooth, Over Wicoles, Nether Wicoles, Colne, Rushton, Thornes, Gamesend, Timstead, Tunstall, Hoddlesdon, Newhey, Overshawfield, Nethershawfield, High Ulley, High Rilley, Newland in Accrington, Newhally, Calenhead, Overhead, Frianhills, Cowhouses in Accrington, Rottansall, Rownstalley, Constably, Okenwood, Deddenclough, Downsclough, Mete, Holcar, Wolfendenbouth, Cowhope, Blackstanden, Crowshbooth, Goldshaw, Goldshawbooth, Fullough, Felliclow, Crogenshawnhead, Winwall in Rawden, Antley, Twisleton, Thamor, Cliviger, Church, Chippingdale, Bramley, Tunstall, Chipping Downham, Chippenbrooke, Sawden, Clithero, Blackley, Ribchester, Read, Lymondeston, Blackborne, Bladenhall, Blackwettill, Lathgryme, Rowland, Walnbooth, Baldworth, Salterhill, Padiham, Marchden, Clwyer Moore, Deepginger, Glenfield, Newton, Wirksworth, Hatborne, Slatebourne, Grindleton, Sawley, Bradford, Baxhalfward, Middleton,

Whitgill, Swinecroft, Holmecroft, Inglefield, Burnley, Marsden, Penhull, Brerecliff, Shuttleworth, Bury, Edes, Havewhitt, Martan, Skalbank, Lyndal, Ramside, Angerton Moss, Cokesand, Yerleth, Newton, Ruse, Rusute, Stanke-Newton, Northcales, Southend, Northend, Bigger, Idlecoate, Oldbarry, Wainow Isle, Barryshaw, Barshead, Huncoate, Newbarne, Salthouse, Bolton, Booth, Barsyde, Egton, Scaithwaite, Newland—Duke of Albemarle, 2 Chas. II.

Furness Mills—Bailiffs in Fee, Ayloffe Coll., fo. 27.

Leicestershire.

Sythestone Mill—Corporation of Leicester, 31 Eliz.

Leicester Mills (the soak)—Lib. 18 and 19 Ed. IV., fo. 82.

Leicester Town (divers mills and shops)—Roger Wigston, Pat. Hen. VIII., fo. 44.

Shulton, Leicester Castle, Donnington, Desford—Ferrers and Philips, 7 Jas. I.

Newark—Morice and Philips, 9 Jas. I.

Leicester Castle, Wesford—Ferrers and Ferrers, 11 Chas. I.

Lincolnshire.

Cawthorpe Parva Watermill, Tetforth *als* Tedford Watermill—W. Whitmore and Ed. Sawyer, 10 Jas. I.

Bolingbroke, Steeping—Ferrers and Philips, 7 Jas. I.

Thoresby—Francis Earl of Cumberland, 8 Jas I.

Longbenington, North and South Mills—Wilson and Morgan, 8 Jas. I.

Steeping—Ferrers and Ferrers, 10 Chas. I.

Bolingbroke—Ferrers and Trigg, 13 Chas. I.

Wildmore—Sir Anty. Thomas, 14 Chas. I.

London and Middlesex.

Enfield Windmill—Ferrers and Philips, 7 Jas. I.

Do.—Ferrers and Trigg, 13 Chas. I.

Monmouthshire.

Monmouth Mills—Whitmore and Sawrer, 10 Jas. I.

Skenfrith—Ferrers and Philips, 7 Jas. I.

Norfolk.

Aylesham, Fakenham, Hallmoore, Tynn—Ferrers and Philips, 7 Jas. I.

Fakenham, Hallmoore—Ferrers and Trigg, 13 Chas. I.

Dighton, Attlebrigg Heath—Bradock and Clement, 12 Chas. I.

Aylesham—Earl of Sandwich, 15 Chas. II.

Northamptonshire.

Passenham—Lib. 4 Hen. IV., fo. 10.

Do.—John Gardiner, 1 and 2 Hen. V., fo. 42.

Rushden Ovens (concerning them)—Rot. 24 Hen. VI., fo. 119.

I. OF KING'S MILLS. 4. Alienations.

Three mills juxta Higham Ferrers, Ditchford Mills, Holme and Little Wroe in Higham Ferrers, Buckbie *als* Longbuckbie Nether and Upper Mills—Ferrers and Philips, 7 Jas. I.

Northumberland.

Shipley—Ferrers and Philips, 7 Jas. I.
Emeldon—Whitmore and Sawrer, 10 Jas. I.
Shepley (concerning the soak)—Lib. Ayloffe Coll., 1712, fo. 7.

Notts.

Allerton—Ferrers and Philips, 7 Jas. I.
Do.—Wilson and Morgan, 8 Jas. I.

Hampshire.

Howmill *als* Housebridge Mill—Ferrers and Philips, 7 Jas. I.
The Like—Ferrers and Trigg, 13 Chas. I.

Staffordshire.

Alderwasley—Anthy. Lowe, Hen. VIII., fo. 55.
Newcastle Mills—The Burgesses' Warr, Hen. V., fo. 15.
Sheene, Uttoxeter, Tutbury, Marchington—Ferrers and Philips, 7 Jas. I.
Burton—Ferrers and Philips, 8 Jas. I.
Newcastle—Wilson and Morgan, 8 Jas. I.
Dove Mill (near Uttoxeter?)—Viscount Mandeville, 1 Chas. I.
Skelton *als* Shulton—Scriven and Eden, 9 Chas. I.

Suffolk.

Erbury juxta Clare, Mildenhall (2 mills)—Whitmore and Sawrer 10 Jas. I.
Kyneswood—Lyster and Derby, 2 Jas. I.
Sudbury (fulling mill)—Ferrers and Philips, 8 Jas. I.

York.

Wakefield Old Park—T. Gargrave, Ed. VI. and M., 172.
Brotherton and Kudbingley (settlement of the water rights)—Ed. IV., fo. 13.
Whitwell Mill (erection)—4 Hen. IV., fo. 25.
Knaresborough Forest Mills, viz. Feñston, Killinghall, Hampsthwaite, Bilton, Thurscross, Leeds (concerning the soak)—Ed. VI., co. 5–13.
Leeds Toll, fo. 44.
Pickering Honor and Mills—Lib. Ayloffe Coll., 1712.
Seacroft Watermill—Earl of Devon, 1 Jas. I.
Crymple Watermill, Fulwith in Pannell—Whitmore and Sawrer, 10 Jas. 1.
Snayth, Warley, Seyland in Sowerby, Holmefrith, Hillome, Saxton, Dameholme, Leeds, Leeds Kirkgate, Leeds Maurell; Knaresborough Mills: Bilton, Darley, Killinghall, Thurscross, Hampsthwaite, Oke-

beck, Fulwith, Feweston; Fleet Mills, Rothwell Mills, Scalby—Ferrers and Philips, 7 Jas. I.

Claughton, Pickering, Gildhouse Garth, Scaulby, Scallybeck, Longdale Ends, Barnoldeswick in Tickhull—Ferrers and Philips, 7 Jas. I.

Marsden *als* Marchden, Brokehouse, Loughton, Scatterwood Croft, Warnefield, Whitwell Green, Stapleoak in Bowland, Dunsey *als* Dunsopp, Bradford—Ferrers and Philips, 8 Jas. I.

Wakefield, Horbury, New Mill in Sandall—Hungate and Foxcroft, 8 Jas. I.

Huddersfield Mills in Almondbury, North and South Mills in Pickering, Burghbrigg, Knottingley, Forwood, West Mill and Malt Mill in Pickering—Felix Wilson and Robt. Morgan, 8 Jas. I.

Castleford Mills, Knaresborough (fulling)—Morrice and Smyth, 13 Jas. I.

Slaitburne in Bowland, Bradford, Grindleton, Warley, Sowerby, Soyland, Marsden—Ferrers and Philips, 11 Chas. I.

Langford—Saml. Wilkenson, 14 Chas. I., 1638.

Snaith, Holenfrith in Wakefield, Darley in Knaresborough, Killinghall, Hampesthwaite, Okebeck, Fleete, Rothwell, Almondbury, Huddersfield, Knottingley in Pontefract—Ferrers and Philips, 13 Chas. I.

Slateburne, Bradford, Grindleton, Stapleoake—Duke of Albemarle, 2 Chas. II.

The gentlemen who seem to have specially fostered the desire of James I. to convert his milling estates into money were two enterprising speculators, Edward Ferrers and Francis Philips, who, very rarely purchasing any property but mills, in course of time attained to the position of the most extensive mill-owners the kingdom has ever known — the earlier sovereigns alone excepted. Ferrers is occasionally described in deeds of grant as "of London, mercer," Philips as "of London, gentn.," both being purely speculators in mills, purchasing them in large batches from the king, and retailing them to local speculators at a profit; in all such cases the fee-farm rent that had always been paid to the sovereign being reserved and continuing to be payable to him by future owners in fee. The partners first came into evidence in 1609, the firm changing to Ferrers and Ferrers,

I. OF KING'S MILLS.
4. Alienations.

(Wm. Ferrers, gent., son of Francis, taking the place of Philips) 11 Chas. I., and altering again to Edward Ferrers and Wm. Trigg, senr., 13 Chas. I. (1638).

The acquisitions of E. Ferrers and his successive partners scarcely appear in their true importance from the abstracts already given, inasmuch as the large number of mills conveyed in one transaction are scheduled apart, according to their counties. Apparently the first batch passed to them was that specified at length under date February 11, 1609, in the deed of which we make (with the rentals of the mills) the following abstract:—

Grants in Fee Index, Hen. VIII.–Anne, fo. 20.

Edward Ferrers and ffrancis Phelips, 11 Feb., in the seventh year of the reign of King James [1609].

County.	Mill.	Rental. £	s.	d.
York	Watermill, Claughton	1	3	0
„	2 do., Scaulby	1	3	4
„	1 do., Longdale Ends, on Scalby Beck	0	13	6
Cheshire	Horse-mill and windmill, Halton	1	6	8
York	Watermill, Barnoldswick	2	12	6
Lancaster	2 watermills, Lowick	2	0	0
„	1 do., Whitwell Green	0	1	1
„	Newby Mill, Cartmel	2	2	0
Cumbland	Whitbeck	1	0	0
Derby	Watermill, Wormehill	0	5	0
„	Sutcler's Weele, on Heyfield Waste	0	0	4
„	Water corn mill and a cottage, formerly a lead mill, in Bucheover	0	0	8
„	Watermill, Goosebuth	0	6	8
„	Alsopp	1	1	4
„	Parcel of land encroached from the pasture at Cornbey, with a corn mill erected there, and all and singular other mills on the said land	0	0	8
„	Watermill, Overhaddon	0	1	0
Lancaster	Do., Bromley	3	6	8
Leicester	Water, wind, and horse mills at Desford	2	0	0
Derby	Happinges Mill and watermill in Beaureper	3	13	4
Monmouth	Watermill, Skenfrithe	1	3	4
Carmarthen	Do., called Molin Voile, in Llanellth	2	0	0
„	Comb Watermill	1	0	0
„	Morleis Mill and Estrakennyes Mill, with corn mill called Mellingoile	2	13	4

County.	Mill.	Rental. £	s.	d.
Carmarthen .	Morlews Mill *als* Wendwethes Mill, with the mill of Llanellthie . . .	3	13	4
„ .	Mills called Melly, Talley, Clyn, and Mollyn, at Groelly (?), with mill newly erected on the forest called Kevengorath	0	10	0
Lancaster .	Bolton	1	6	8
Stafford . .	Watermill, Marchington	7	1	4
Derby . .	New corn mill at Ashbourne . .	0	5	0

In May of the same year (1609) the same gentlemen obtained a still further quantity, an abstract of the particulars of which is annexed :—

Edward Ferrers de London, mercer, and ffrancis Philips, gen., 20 May, in the seventh year of the reign of James [1609].

County.	Mill.	Rental. £	s.	d.
Lancaster .	Slyne	1	6	8
„ .	Stapleoake	0	6	8
„ .	Aldmarshe	0	6	8
„ .	Clitherowe	0	5	0
„ .	Two in Tottington	1	0	0
„ .	3 watermills in Furness, called Rowsemyll, Little Mylne, and Orgave Milne .	0	15	0
„ .	Watermill, Amersham	2	0	0
„ .	Skerton *als* Loynesmyll	5	6	8
„ .	Watermill, Chatburne	1	6	8
„ .	Windmill and horse-mill in Westderby, with appurtenances . . .	1	11	8
„ .	Watermill, Lentworthe	0	6	8
„ .	Holcar Myll	4	0	0
„ .	Staveley	2	0	0
York . .	Windmill, Laughton	0	7	0
„ . .	Esingwold	0	6	10
„ . .	Corn mill at Bradford in forest of Bowland, and corn and fulling mill at Slatburne	6	1	0
„ . .	Watermill, Grimelton, in Bowland . .	1	13	4
„ . .	Do., Snayth	1	0	0
„ . .	All that watermill with appurtenances situated in the manor of Wakefield called Warley Mill, with all soke and suit to the same belonging, and with all watercourses appurtenant to the same	0	18	0
„ . .	Watermill of Sowerby called Leyland Mylne, with all soke and suit in the manor of Wakefield . . .	2	6	8

I. OF KING'S MILLS.	COUNTY.	MILL.	RENTAL. £ s. d.
4. Alienations.	York	Half of 2 watermills situated in Holmfrethe in the manor of Wakefield, and half of all watercourses appurtenant	2 5 10
	„	The other half of the above 2 mills	2 5 10
	„	Watermill called Hillome	3 11 8
	„	Do., called Layton	4 2 1
	„	Fulling mill in manor of Leeds	3 18 8
	„	2 corn mills under one roof in the manor of Leeds, with the mill-hurst and all soke and suit appurtenant in Leeds Kirkgate and Leeds Maureill	13 8 8
	„	Watermill, Bilton	2 6 8
	„	Do., Darley	0 15 0
	„	Do., Killinghall	2 16 8
	„	Do., Thornescrosse	0 13 4
	„	Do., Hampsthwaite	3 6 8
	„	A new mill called Okebock	2 0 0
	„	A corn mill and iron mill in forest of Knaresborough, called ffeweston Mill and ffulwith Myll	5 0 0
	Derby	Watermill, Bountishall	1 13 4
	„	Do., at Fairfield *als* Buxton, with another under the same roof	2 2 0
	„	Heighfield Mill	2 6 8
	„	Duffield and Hasilwood, with the sluice and watercourse of Eglesbury	5 0 0
	„	Corn mill in Wirkesworth	0 13 4
	„	Watermill, Bentley	0 3 4
	„	Do., Ireton Wood	0 3 4
	„	Half of mill of Castleton	0 15 10
	„	The other half of do.	0 15 10
	„	Watermill, Mainstonefield	2 15 4
	„	Tunsted	2 7 8
	„	Beard Mill	0 16 8
	„	Chesworth	0 6 8
	„	Horse-mill, Ashburne	0 5 0
	Staffordshire	Sheene	0 10 0
	Cheshire	Windmill in Runcorn, with parcel of land called Mud Hill	0 13 0
	„	Windmill in manor of Widnes	1 3 4
	„	Watermill in Whitleighe	0 15 0
	Notts	Do., Allerton	2 13 4
	Northbland	Do., Shipley	1 6 8
	Lincoln	Do., Bolingbroke	1 0 0
	„	2 do. under one roof, Steepinge	8 0 0
	Leicester	1 watermill and 1 windmill at Shulton	2 7 4
	„	Watermill below Leicester Castle	17 0 0

County.	Mill.	Rental. £	s.	d.
Staffordshire	Do., Uttoxather	8	6	8
„	Tutbury	7	1	0
„	Watermill, Marchington	7	1	4
York	Fleet Mills and Rothwell Mills	12	0	0
„	Scalby	0	13	4
Berks	Hungerford	9	13	4
Norfolk	Watermill, Aylesham	8	6	8
„	Do., Fakenham	5	10	0
Middlesex	Windmill in Enfield Chace	1	0	0
Huntingdon	New windmill at Clatton and Holme	0	18	0
Hampshire	Watermill called Howmyll *als* Housebridge Mylle in manor of Somborne	3	10	0
Kent	Watermill, Fordeham	2	5	4
„	Do., Soham	0	13	4
Suffolk	Do., Stoke	5	16	0
Bucks	Do., Olney	11	13	4
Herts	Bawdesmyll in par. of Braughinge	3	6	8
„	2 watermills in King's Langley	3	8	4
Essex	Watermill, Dunmow	2	0	0
Norfolk	Do., Tynn	1	0	0
Northampton	3 do. under one roof at Higham Ferrers, with 2 do. at Ditchfield	25	7	4
„	2 do., Buckby	6	0	0
Herts	2 do. under one roof in Herts Co.	12	0	0
„	Watermills, Hertingfordebury	4	0	0
Leicester	2 corn and 2 fulling mills at Castle Donnington	13	1	7½

On September 30 in the same year (1609) they acquired a further number at an aggregate rent of £215 6s. 7d. per annum, "on the nomination of Sir Thos. Vavasour, Peter Van Lore, and others, contractors." Cal. State Papers, i. 546.

In August of 1610 they added another series to their already extensive possessions :—

Edward Ferrers and Francis Philips, 2 Aug., in the eighth year of the reign of King James [1610].

County.	Mill.	Rental. £	s.	d.
Essex	Watermill, Langham	4	13	4
Carmarthen	Middle Mill and Cadocke Mill	10	0	0
Essex	Half of the mill of Dedham	13	9	4
Carmarthen	Pilbours Mill, Tresketh Mill, Dowlas Mill, Aughtie Mill	3	0	0
Glamorgan	Watermill at Ogmora	7	6	8
Suffolk	Moore Mill in Stoke	2	8	8

I. OF KING'S MILLS.

4. Alienations.

County.	Mill.	Rental. £	s.	d.
Berks . .	Watermill and horse-mill at East Garston	1	10	4
Staffordshire .	Watermill, Burton	4	8	6
Lincoln . .	Windmill, Thoresby	1	6	8
Lancashire .	Water corn mill in forest of Bowland .	0	1	3
„ .	Watermill, Haslingden	0	5	0
„ .	Do., Accrington	0	7	0
York . .	Do., Marsden	0	0	4
„ . .	Do., Brokehouse	0	3	10
„ . .	Do., Warnefield	0	3	4
„ . .	Do., new built, at Whitwell Green . .	0	1	1
„ . .	Do., Staplooke	0	6	8
„ . .	2 corn mills under one roof, called Bradford Mills, in the south part of Bradford, with pools, banks, soke, &c.	6	6	8
„ . .	2 water corn mills, newly erected in the eastern part of the town of Bradford, with pools, banks, and all appurtenances	0	6	8
Lancashire .	Cliviger	0	15	0

Confirmation was granted in 1636 to Edward Ferrers, armiger, and William Ferrers, gentleman, his son, "as well under the seal of our County Palatine of Lancaster as under the seal of our Duchy of Lancaster," 18 April, 11 Charles I., with regard to the following mills:—

County.	Mill.	Rental. £	s.	d.
York . .	Corn and fulling mill, Slatburne . .	4	6	8
York & Lanc.	Corn mill, Bradford, in forest of Bowland	0	13	4
„ „	Do., Bowland, in do.	1	1	0
„ „	Watermill, Grindleton in Bowland . .	0	33	4
York . .	Warley in Wakefield	0	18	0
„ . .	Sowerby, called Leyland . . .	2	6	8
Derby . .	Bontishall	1	13	4
„ . .	Horse-mill, Ashbourne, as demised to Wm. Jackson	0	5	0
Lincoln .	2 watermills, Steepinge	8	0	0
Leicester .	Water corn beneath Leicester Castle .	17	0	0
„ .	Water, wind, and horse mills, Desford .	2	0	0
Berks . .	Corn mill, Hungerford	9	13	4
Essex . .	Watermill, Dunmow	2	0	0
Herts . .	2 water under one roof, Hereford . .	9	13	4
Carmarthen .	Mill called Molevoile in Llannelthe .	2	0	0
„ .	Corn mill called Combe Mill . . .	1	0	0
„ .	Morleis, Istrakennis, and Mellingoite Mills	2	13	4

County.	Mill.	Rental. £	s.	d.
Suffolk . .	Corn and fulling mills, Stoke . . .	2	8	8
York . .	Watermill, with half an acre of land, waters, and pools, Marsden . .	0	0	4
„ . .	2 water corn under one roof, called Bradford Mills, situated in the southern part of Bradford . .	6	6	8

Two years later ensues a confirmation to Edward Ferrers and William Trigg, gentleman, by letters patent under both seals as before, dated 18 May, 13 Charles I. (1637), referring to the following:—

County.	Mill.	Rental. £	s.	d.
York . .	Snaith	1	0	0
„ . .	Half of 2 mills, Holmfrith . . .	2	5	10
„ . .	The other half of, do.	2	5	10
„ . .	Water, Darley	0	15	0
„ . .	Do., Killinghall	2	16	8
„ . .	Do., Hampsthwaite	3	6	8
„ . .	New Mill, Okebeck	2	0	0
Derby . .	Duffield and Hasilwood	5	0	0
„ . .	Half of Castleton Mill	0	15	10
„ . .	The other half of, do.	0	15	10
Lincoln .	Watermill, Bolingbroke	1	0	0
York . .	Mills called "flock mills" and Rothmel Mills	12	0	0
Norfolk . .	Water, Fakenham	5	10	0
Middlesex .	Windmill in Enfield Chase, upon the mount by Monckchurche, with the mount and parcel of land adjacent .	1	0	0
Hants . .	Housebridge Mill in Sunborn Manor .	3	10	0
Kent . .	Watermill in Fordham or Soham Manor .	2	5	4
„ . .	Soham Mill	0	13	4
Derby . .	Hoppingsmill in Beaureper . . .	4	13	4
Essex . .	Langham Watermill	4	13	4
„ . .	Half of Dedham Mill	0	9	0
Carmarthen .	Pibours Mill, Tresketh Mill, Dowlais Mill, Aughtie Mill	3	0	0
Cambridge .	Watermill at Bassingborn . . .	3	16	8
York . .	Corn and fulling mills, Almondbury .	1	6	8
„ . .	Watermill, Knottingley	0	18	0

The conditions under which these mills, with all rights of soke, water rights, lands and tenements, &c., were granted may be illustrated by an abbreviated translation of the deed of May 29, 1609,

I. OF KING'S MILLS.

4. Alienations.

by which (as above tabulated) about ninety mills were conveyed to Ferrers and Philips :—

The King to whom these presents shall come, greeting. Know that we, for divers good causes and considerations, us to these presents specially moving, of our special grace and of our certain knowledge and mere motion have given and granted, and by these presents for us and our heirs and successors do give and grant, to our beloved subjects Edward Ferrers of London, mercer, and Francis Philips of London, gentleman, their heirs and assigns, for ever :

All that our mill of Slyne in the county of Lancaster, with all soke and suit to the same mill belonging or appertaining, by a particular thereof, of the yearly rent or value of 26s. 8d. All that our place within the vaccary of Stapleoake in the said county, to erect, build, and make a watermill at Dunsby, within the vaccary aforesaid and within the forest of Bowland ; and all that our mill there now thereupon built or hereafter to be built, with all soke and suit to the same belonging, &c., of the yearly rent of 6s. 8d. . . . All that our one acre of land by estimation [at Easingwold Mill, Yorks], upon the water or ditch there called the Goate [gut or millrace] of Keele Water, with the liberty of drawing the other springs from the upper part of the water aforesaid to the mill : also liberty of scouring the aforesaid water or goate for the better passage or course of water to and from the mill from time to time, as often as shall be necessary. . . . All that our windmill [at Enfield, Middlesex], lately built upon a hill near Moncke Church, commonly called Moncke Hadley Church, otherwise Mill Hill, otherwise Beacon Hill, or by whatever other name it is called, together with the hill upon which the mill aforesaid is built, together with a small parcel of land 30 feet by 12 feet, together with a certain structure called a shed, built for horses going to the said windmill ; of the yearly value of 20s., &c., &c., &c.

We have given and granted to the aforesaid Edward Ferrers and Francis Philips, their heirs and assigns, all and singular, messuages, houses, buildings, &c., &c. ; weirs, milldams, floodgates, waters, watercourses, rivers, rivulets, streams, banks, fisheries, fishings, wastes, woods, &c., &c. ; suits at the mills, sokes, tolls, multures, tollage, customs, and all liberties and privileges to the same mills belonging . . . as amply as they were ever before enjoyed by any Kings or Queens of England by reason of their Duchy of Lancaster. To hold to the said Ed. Ferrers and Fr. Philips, their heirs and assigns, for ever, as of the manor of Enfield in the county of Middlesex, by fealty only in fee and common soccage, and not in capite nor by military service.

And the said Ed. Ferrers and Fr. Philips covenant that if any time hereafter it doth appear by survey or any other sufficient proof that any quantity of land, soil, or ground with any mill before granted doth exceed together and in the whole the quantity of twenty acres according to statute measure [except certain land granted with Donnington Mills], then they or their heirs shall pay

to us and our heirs for each acre exceeding such twenty acres so much and such sums of money as and which the chancellor and council of our Duchy of Lancaster shall tax and assess. . . .

4. Alienations.

Provided always that when and as often as it shall happen at any time hereafter upon information given by any of our officers or by any other person or persons to us, our heirs and successors, that any mill or mills before mentioned in these presents granted shall be in decay or totally ruinous, overthrown or prostrate, and for that reason any suit or complaint shall have been commenced or moved in the court of our Duchy of Lancaster on behalf of us, our heirs or successors, against any one or more of the tenants, farmers, or occupiers of the aforesaid mills and other the premises for non-reparation of the same or either of them, or suffering the same or either of them to be ruinous or totally in ruins, prostrate or thrown down: And thereupon a decree or decrees shall have been obtained or made in the said court for reparation and support of any one or more of the same mills and other the premises, and for the preservation, continuance, and maintenance thereof in good state and repair, or for the new erection, building, or restitution thereof: And that nevertheless the tenants, farmers, or occupiers of the said mills or either of them shall not within one year next after any such decree maintain, support, erect, build, or restore such mills according to the form and effect of such decree: That then and so often it shall and may be lawful for us, our heirs and successors, to re-enter into all and every such mill and mills for which the said decree hath not been performed and fulfilled: to re-hold and re-possess the same to us and our heirs for ever.

Also we will of our abundant especial grace that we, our heirs and successors, will not erect, construct, or build, nor grant licence or toleration from henceforth for ever for there being erected, constructed, or built any other watermill or watermills in or upon any rivulet, river, or water upon which any watermill by these presents granted is situated or built: or any windmill or horse-mill within any manor, town, village, or parish where or in which any wind or horse mill by these presents granted is now standing or built: or near to any place or places of the aforesaid mills or either of them, by which annoyance, damage, detriment, or prejudice might accrue and happen to the said mills or either of them by reason of the new building of any such new mills.

Witness ourself at Westminster the 29th of May, in the seventh year of our reign [1609].

5. Minor Speculative Purchasers.

5. Irrespective of the foregoing large transactions, many sales of fairly large extent were made from time to time to other speculative purchasers. An example of these may be cited:—

John Wilson and Robert Morgan, 22 March, eighth year of the reign of King James [1611].

I. OF KING'S MILLS.

5. Minor Speculative Purchasers.

County.	Mill.	Rental. £ s. d.
Kent . .	Watermill, Bassingborne . .	3 15 6
York . .	Corn and fulling mills in Almondbury, called Huddersfield Mills . .	1 6 8
„ . .	North Watermill and South Watermill, Pickering	13 0 0
„ . .	Corn mill with site of fulling mill, Burghbrigge	25 6 8
„ . .	3 watermills under one roof, Knottingley.	18 0 0
Notts . .	Elerton Watermill	2 13 4
Stafford . .	2 corn mills under one roof, Newcastle-under-Lyne	14 6 8
Lincoln .	3 mills, Long Bennington . . .	11 13 4
York . .	Totworth Mill, Westmill, and Malt Mill in par. of Tickhill	12 16 8

6. Mills held by James I., 1608.

6. The palpable intention of James I. soon after he came to the throne to dispose of his milling property is evident not alone from the actual transfers to Ferrers and Philips and others in 1609, but from the fact that a year earlier than any of these sales he had had compiled a special list of all the mills in the kingdom then appertaining to him, except those in the Royal Duchy of Lancaster. Instructions had been issued by the Earl of Salisbury, Lord High Treasurer, and Sir Julius Cæsar, Chancellor of the Exchequer, to the several auditors of the accounts of the Exchequer to compile lists from their official books; and in July 1608 these returns were forwarded to Cæsar. After the death of the latter they were found among his papers, and eventually became included in the MS. collection of Lord Lansdowne, now in the British Museum, from which we have transcribed them. There were seven auditors, each of whom supplied a list, giving the situation and rental of mills, together with their former proprietorship, adding to the list a certificate with such explanatory remarks as were thought necessary. The total annual value of the mills recorded amounted to £1438 7s. 7¾d.

Lansd. MSS., 165.

6. Mills held by James I., 1608.

At the end of the lists are two detached slips of paper, containing offers of two millers to purchase the fee-farm of their mills. Neither of these mills is in the list, though the document referring to one of them at all events is dated in the November following July 1608, when the lists were compiled. These slight documents may now serve to show the current capitalised value of the rentals in question:—

"Wymondham in com. Norff. One watermill under one roof, with three acres of ground: rent per annum, £4 2s. There is ten years yet to come in the old lease besides this year current.—I will gyve for a lease in ffee farme of the said mill and grounde £30. ESAY FREEMAN." Endorsed—"Freeman's offer for his mill, 5 Nov., 1608." Ibid., fo. 38.

"Somerset. A grant was made 44 Eliz. for thirty-four years to me and others (as by the patent thereof may appear), amongst other things of two watermills under one roof, called Wellington Mills, and two acres of land: rent per annum, £5 8s. 8d. And of two other watermills under one roof and nine acres of land: rent per annum, 21s.—For the first I will pay in fee farme to be held in free socaige £45: and for the other £35. GEORGE JEROWSE." Ibid., fo. 39.

The names of various celebrated personages appear as former proprietors, not least interesting being those of certain of the wives of Henry VIII., whose jointures on their fatal marriages included these sources of revenue. In Lincolnshire was the mill of Leybourne, worth £3 13s. 4d. per annum, "part of the jointure of the Lady Anne [Boleyn], formerly Queen of England." In Somerset the horse-mill called the Castle Mill, at Bridgewater, worth 40s. per annum, had been "parcell of the jointure of the Lady Jane [Seymour], formerly

I. OF KING'S MILLS.

6. Mills held by James I., 1608.

Queen of England." In the same county were mills at Keynesham, yielding £17 10s. per annum, and in Huntingdon was the manor mill of Aylton, paying £6 13s. 4d. per annum, all being the "tenements of the late Lady Katharine [Parr?], Queen of England." Happier associations invest the mills of Elizabeth. In Hereford the manor mills of Westbourne, worth £8 6s. 8d. per annum, stood on "lands assigned to the Lady former Queen Elizabeth of England by her ancestors wearing the crown of England"; and those of Newport Pagnell and Hanslop, worth £12 6s. 8d., are similarly described. In Wilts the mill of Stamford in Staunton, worth £3 16s. 4d., was "parcell of the lands and possessions of the late Lady Elizabeth, Queen of England, to sustain her status and honours." Various other mills are of similar historical interest. Orwell windmill, Cambridgeshire, is stated to be upon the "ancient inheritance of the Crown called Richmond Lands." The mill and manor of Taplow, Bucks, value £11 per annum, was "parcel of the Castle and Honour of Windsor." Orseth manorial mill, worth £2 13s. 4d. per annum, was included in the possessions of Queen Elizabeth, having been acquired from the Bishop of London by an Act of Parliament. Mention is made of the mills "called Amorio Mills," at Sheene, Richmond, formerly part of the possessions of "the priory or house of Jesus of Bethlehem": at Porthaithwey, North Wales, is the "Molin Holy," worth 4s. per annum. The name "Edward Stafford, Duke of Buckingham," in his day "the first nobleman in the land for both family and fortune," but attainted and executed in 1521, several times appears as the owner of mills, all of which were forfeited by his fall.

But, to pass on, it is to be noted that the lists

6. Mills held by James I., 1608.

do not literally include all the royal mills in the kingdom in 1608, the auditors remarking in some cases that where mills are leased with manors they cannot ascertain the actual rent of the mills.

The first list, that for Wales, is given in the original as a specimen of the documents, the others being translated and abbreviated. The source whence the Crown derived the mills is indicated in the names and titles inserted in parentheses.

I. BREVIS CERTIFIC. MOLEND. DNI. RG. JACOBI IBM [WALL] PUT. INFERIUS.

COM. CARNVAN.	Per annum.
(Pcell possessiõ principal Northwall.)	
Molend aquaticu de Treffrew cu prat ibm ac pistac de Nantconwey pcell Comot de Nantconwey pdi	xxxiij^{s} iiij^{d}
Molend de Pentirgh et Newith pcell Comot de Iston	iij^{s} x^{d}
Molend de Bodelloge pcell Comot de Vghcon	lx^{s}
Molend et pistac de Abdwyver pcell Comot de Evioneth	ij^{s}
Molend de Girgh pcell Comot de Dinlayne	xl^{s}
Molend de Bodean pcell Comot de Dimlayne	vj^{s} viij^{d}
Molend de Gweder pcell Comot de Gafflogion	viij^{s}
Molend aquatic infra franchess vill de Carnvon, ac tres gurgit sine weres voc. kedallen super aquam de st. iuxta Carnvan pcell vill de Carnvan pdi	xiij^{li} ij^{s} iiij^{d}
Sma xx^{li} xvj^{s} ij^{d}.	

COM. ANGLESEY.	
(Pcell possessiõ principal Northwall.)	
Molend aquatic voc Molin Holy in vill de Porthaithwey, ac redd terr iacen apud Brynwey Crowidd in Rosfayre in Comot de Menaye in oue Ball Comot de Duidd	iiij^{s}
Molend de Aberallow pcell Comot de Tallabollion	iiij^{s} iiij^{d}
Molend de Rosfayre pcell Comot de Menaye	xl^{s}
Sma xlviij^{s} iiij^{d}.	

COM. FFLINT.	
(Pcell possessiõ nup Comit Cestric.)	
Molend de fflint pcell vill de fflint pdi	liij^{s} iiij^{d}
Molend de Penterth et Disserth pcell vill de Ruthland	xiij^{li} vj^{s} viij^{d}
Molend de Relevenoid	xlvij^{s} ij^{d}
(Pcell possessiõ Basingwerk nup Monaster.)	
Molend granitic et un messg cu ptin	cvj^{s} viij^{d}

I. OF KING'S MILLS.

6. Mills held by James I., 1608.

Com. ffiint—*contd.* Per annum.

Molend ffullonic stit infra Dñū de ffulbrooke als Greenefeild . . . . . xxxiij^{s} iiij^{d}
Un alter molend ffullonic ibm . . . . . xxxiij^{s} iiij^{d}
Sm̃a xxvij^{li} vj^{d}.

Com. Montgom^{r}y.
(Pcell possessioñ Cherbury nup Priorat.)
Molend aquatic in Churchstock . . . . . xxiij^{s} iiij^{d}
Sm̃a pz.

Com. Denbigh.
(Dniã de Bromfield et Yale pcell possess. nup William Stanley m^{le} attinct.)
Molend voc Merford Mill pcell Maner de Buxton viij^{li} viij^{d}
Molend aquatic voc Newe Mill pcell Manor de Wrexham ac Tolnet et Theolon ibm . . xx^{li} xiij^{s} iiij^{d}
Sm̃a xxviij^{li} xiiij^{s}.

Com. Pembr^{r}.
(Pcell possessionem Jaspis Dudm̃ ducis Bedford.)
Molend de Pembr . . . . . xiij^{li} ix^{s} viij^{d}
Molend aquatic de S^{t} fflorence pcell Manor de S^{t} fflorence . . . . . xxvj^{s} x^{d}
Quinqz ptes molendin de Camros pcell Manij de Camros pdi . . . . . xxvj^{s} viij^{d}
(Terr et possessioñ nup Ricei Griff ar. attinct.)
Molend in Nerbert pcell vill de Narbert pdi . iiij^{li} xiij^{s} iiij^{d}
Molend granitic voc Lanwathnie Mill pcell Manor de Welfrey . . . . . xvj^{s}
(Pcell terr nup Comit Bridgwater.)
Molend granitic in Mylton pcell de Maner de Upton x^{li}
Molend ffullonic in Milton . . . . . xxvj^{s} viij^{d}
(Pcell possessioñ nup Priorat de Pill.)
Molend in Dennant . . . . . vj^{s} viij^{d}
(Pcell possessioñ nup Monastr de S^{t} Dogmeles.)
Molend de ffishinggard . . . . . xx^{s}
Sm̃a xxxiiij^{li} v^{s} x^{d}.

Com. Cardigan.
(Pcell possessioñ principal Southwall.)
Molend aquatic iacen infra vill de Cardigan . . iiij^{li}
Molend de Aberustwth . . . . . lx^{s}
Sm̃a vij^{li}.

Com. Brecon.
(Pcell terr Edward nup Ducis Buck attinct.)
Molend in patria . . . . . xliij^{li} vj^{s} viij^{d}
Molend aquatic de Redcrew . . . . . xx^{s}
(Pcell possess nup Priorat de Brecon.)
Medietas molend de Hothney pcell domin de Brecon pcell priorat pdi . . . . . lx^{s}
Alter medietas molend de Hothney pcell domini de Brecon pcell priorat pdi . . . . . lx^{s}

Com. Brecon—*contd.*	Per annum.		I. OF KING'S MILLS.
Molend de Uske pcell dmī de Brecon pcell priorat pdi	vj^{li}		
Molend voc Burges Mill pcell dmī de Brecon pcell priorat pdi	liij^{s}	iiij^{d}	6. Mills held by James I., 1608.
Sma lix^{li}.			
COM. RADNOR.			
(Pcell terr nup Comit. Marchie.)			
Molend aquatic de Glawdestrey pcell dmi de Glawdestrey pdi	xviij^{s}	iiij^{d}	
Molend ac prat voc lords meadow pcell dmi de Melonneth	xxix^{s}	iiij^{d}	
Molend de Havy Mill pcell dmī de Kevell . .	x^{s}		
(Pcell terr nup W^{m} Com. Pembr.)			
Molend aquatic ad finem vill Castr pcell dmi de Eastmioneth	iij^{s}	iiij^{d}	
Molend de Hothnant et molend fullonic iuxta vill Castr pcell dmī de Eastmioneth pdi . . .	iij^{s}	iiij^{d}	
Molend de Kevenneg pcell dni de Eastmioneth pdi .	xv^{s}		
Molend aquatic de Abedowe pcell dni de Abedowe .	vij^{s}		
Molend granitic de novo erect sup vast pcell dni de Abedowe	xiij^{s}		
Sma iiij^{li} xix^{s} iiij^{d}.			
COM. GLAMORGAN.			
(Pcell possessn nup Monaster de Morgan.)			
Molend granitic voc Garrowe Mill	xxvj^{s}	viij^{d}	
Sma p3.			
COM. MONMOUTH.			
(Pcell possessn nup Thome Oxomewell Co^{e} Essex quondm pcell Ducis Buck attinct.)			
Molend aquatic voc Rumpney Mill pcell dmi de Rumpney pdi	liij^{s}	iiij^{d}	
Sma p3.			
COM. CARM^{9}THEN.			
(Pcell possessn Principat Southwall.)			
Molend de Pulkenbed infra forest de Glincathe .	v^{s}		
Molend ffulonic ibm scituat sup quasdm terr voc Kevenvayes		xij^{d}	
Molend granitic voc Molin Seyson pcell vill de Druslonie	xxx^{s}		
Molend de Cligin	xlvj^{s}	viij^{d}	
(Pcell terr et poss quondam Recei Gr [Griff] ar. attinct ac postea dne Katherine Comitisse Bridgwater.)			
Molend granitic voc le White Mill cū dom annexat et divss clauss terr eiusdem molend adiacen infra vill et franchess de Carmthen	lx^{s}		
Molend granitic cum curss aque eidm molend p^{t}tin voc Molin Newith scituat infra ffranchess vill de Carmthen pdi	xx^{s}		
(Pcell possessn Talley nup Monastr.)			
Molend aquatic voc Molin Goithgrigg . . .	xvj^{s}	x^{d}	

I. OF KING'S MILLS.

6. Mills held by James I., 1608.

Com. Carm^then—*contd.* Per annum.

(Pcell possessñ Whitland nup Monastr.)

Molend aquatic granitic scituat et existen apud Hentegwyn . . . . . xl^s

Sma x^li xix^s vj^d.

Tot valor omni molendinorum, pd3 p ann. cc^li vij^s.

Memo. I have made this Certificate of the King's Mat^s Milles in Wales (most of them being pcell of Mannors) by commandment of the right ho. S^r Julius Cæsar, Knight, Chancellor of his Mat^s Court of Exchequer.

p RIC. GIBYNS, Depte.
xxij July, 1608. THO. HANBURY, Audit.

II. BRIEF CERTIFICATE OF THE DIVERS MILLS IN THE CIRCUIT OF NATHANIEL FULWER, ONE OF THE SEVEN AUDITORS OF THE EXCHEQUER OF OUR LORD THE KING JAMES THAT NOW IS.

	Per annum. £ s. d.
Co. HAMPSHIRE.	
(Formerly of Hyde Monastery.)	
Watermill, Alton Eastbrooke	6 5 0
(Hospital of St. Nicholas, Portsmouth.)	
Windmill, Frodington *alias* Goddeshouse . . .	2 13 4
(Monastery of Christchurch at Twyneham.)	
Bladiscon Mills, called Thorpe Mill, Mede Mill, and Snape Mill; also a fulling mill	14 0 0
(Sir Thos. Heneage.)	
Mill in Saveage *als* Saveageton	4 5 0
Total, £27 3s. 4d.	
Co. WILTS.	
(Stanley Abbey.)	
2 fulling mills, Ugford	1 10 0
(Ambrosebury Monastery.)	
2 watermills, Bultford	3 6 8
(Warewick's and Spencer's lands.)	
Watermill, Cherioll	3 0 0
(Edward Seymour.)	
Water corn mill and fulling mill, Kingwood . .	26 13 4
(The late Lady Elizabeth, Queen of England, to sustain her status and honours.)	
1 mill, Stomforde, in the parish of Staunton . .	3 16 4
(Malmesbury Monastery.)	
Mill in Malmesbury	5 6 8
Mill in Winterbourne	0 12 0
Total, £44 5s.	
COM. GLOUCESTER.	
(Winchelcombe Monastery.)	
Watermill called Trapp Mill in Cotes cum Grettenham. This mill is said to be lately passed in lease at a greater value than is here set down . .	2 6 8

Com. Gloucester—*contd.*	Per annum. £	s.	d.	I. OF KING'S MILLS.
Mill called Walke Mill	1	0	0	6. Mills held by James I., 1608.
(William Marquis of Northampton.)				
2 watermills in Winchecombe	2	13	4	
Total, £6.				
COM. SOMERSET.				
(Henton Monastery.)				
Watermill, manor of Norton	2	2	4	
(Parcel of the jointure of the Lady Jane, formerly Queen of England.)				
Horse-mill called the Castle Mill in Bridgwater	2	0	0	
(Parcel of the jointure of the Lady Katharine, formerly Queen of England.)				
2 fulling mills, of which one is called Avon Mill and the other South Mill, parcel of the manor of Keynesham	3	6	8	
3 mills in Kynesham, called Avon Mill, Donmo Mill, and South Mill	10	13	4	
2 fulling mills, called Avon Mill and South Mill, with lands called ffryer Henwood	3	10	0	
(Edward Duke of Somerset.)				
Corn mill, Glaston Manor	16	0	0	
Total, £37 12s. 4d.				
Co. DEVON.				
(Burkfast Monastery.)				
2 water corn mills, Burkfastleighe	4	0	0	
(Richmond's Lands.)				
Fulling mill, North Molton, parcel of Hunt's Chantry Lands	0	14	0	
(Edward Duke of Somerset.)				
4 corn mills and 3 fulling mills in manor of St. Mary's, Otterie	14	11	8	
1 fulling mill converted into a corn mill in St. Mary's, Otterie	1	13	4	
Total, £20 19s.				
Co. CORNWALL.				
(Bodmyn Monastery.)				
Watermill, Newenham	2	0	0	
(Henry Earl of Rutland.)				
Watermill in Pensannre, called Talborne Mill, in manor of Alwarton	5	6	8	
Total, £7 6s. 8d.				
Total annual value of all mills, £143 6s. 4d.				

Memo. This certificate is made out, &c., by command of Sir Julius Cæsar. The yearly values of the premises above set down are to my knowledge the full yearly values: Except that some of them may be lately increased upon demise from his Majesty by way of provision for the household: Which increase may not be made known to the Auditor, by reason the leases are not brought to be enrolled before him. The most part of the premises of this

I. OF KING'S MILLS.

6. Mills held by James I., 1608.

certificate are of those values which were made out by me for Entail to the Crown, and many of them are parcels of those manors that be or lately were the mortgage of the City of London. There be divers manors in charge with me that be entirely leased, to which manors there may be mills belonging, although records with me express them not. As also may be other manors not entirely leased, by reason that the leases of such mills are not brought in to me.

N. FULWER.

21 July, 1608.

III. BRIEF CERTIFICATE OF THE MILLS OF THE LORD THE KING IN THE SEVERAL COUNTIES UNDERWRITTEN, IN THE OFFICE OF THOS. NEALE, HIS MAJESTY'S AUDITOR, EDM. PIDGEON, DEPUTY FOR THOS. NEALE.

	Per annum. £	s.	d.
Co. KENT.			
(Priory of Leedes.)			
North Mill	4	13	4
(Hospital of Dover, commonly called House of God.)			
2 fulling mills	8	0	0
Fulling mill in a close called Seedland	2	13	4
(Lands appertaining to manor of Lee Banks and Shreffield.)			
Mill, Bowlands	0	3	4
Fulling mill called Toddersmill	0	11	0
(Sir Thomas Wyatt, attainted.)			
Mill, Brantbrige in manor of Peckham	2	6	8
(The Archbishop of Canterbury, exchanged lands.)			
2 watermills, Otforde	6	0	0
Mill called Paddle le Myll at Maidstone	5	6	8
Tonham Mill	2	0	0
Wingham Mill	3	0	0
(Chantry Lands.)			
Watermill, Lewisham	6	0	0
Total, £40 14s. 4d.			
Co. SURREY.			
(Chertsey Monastery.)			
2 watermills called Oak Lake Mills at Chertsey)	10	13	4
(Belle Monastery.)			
Watermill in parish of St. Olave, Southwark	3	6	8
(Richmond's Lands.)			
Watermill, Wokingham	5	0	0
(The Honour of Hampton Court.)			
Mill called Steelmyll, with an increase of £2 9s. 10¾d.	9	9	10¾
2 watermills called the Upper Mylles at Wandsworth	4	0	0
1 watermill, Wandsworth	4	6	8
(Priory or House of Jesus of Bethlehem at Sheene.)			
2 mills called Amorio Mylls	5	16	8
Total, £42 13s. 2¾d.			

	Per annum. £	s.	d.
Co. Sussex.			
(Durford Priory.)			
Mill and mere	6	13	4
(Shulbread Monastery.)			
Watermill called Showser Myll at Linchmore	3	0	0
(Bishop of Chichester.)			
Mill, manor of Selsey	2	0	4
(The Duke of Norfolk, had in exchange.)			
Iron mill and furnace, called the Iron Mill and Forge of St. Leonards, in the forest of St. Leonards	36	13	4
Ashley Mill, manor of Chesworth	6	13	4
Total, £55 os. 4d.			
Co. Oxford.			
(Richard Andrews, gent.)			
Watermill, manor of Wootton	3	6	8
(John, late Earl of Warwick.)			
2 watermills, manor of Banbury	18	0	0
Mill at Burton	2	10	8
(Honour of Ewelme.)			
Mill, manor of Watlington	3	8	0
2 watermills, manor of Ewelme	10	10	8
(Bisseter Priory.)			
Mill at Bisseter	6	0	4
Total, £43 16s. 4d.			
Co. Berks.			
(Edward, formerly Duke of Buckingham, attainted.)			
Mill, manor of Blewberry	5	0	0
(Honour of Ewelme.)			
Watermill, manor of Wallingford	8	6	8
(Late Duke of Somerset.)			
Mill at Reading	4	0	0
Mill, manor of Cluer	6	0	0
(John Leigh, gent.)			
Watermill called Westham Mill, manor of Benfield	4	6	8
(Edward, formerly Bishop of Sarum.)			
Mill, manor of Sonnynge	6	6	8
(Sir Francis Englefield, attainted.)			
Fulling mill, manor of Tidmarsh	1	16	8
Pangbourne Mill, manor of Tidmarsh	2	17	0
Mill called a corn or breese mill, and another a fulling mill, manor of Snedlesham	9	0	0
Fulling mill, Sheffield	3	6	8
Corn mill, South Morton, manor of Saunderville, with four quarters of corn and five quarters of barley	1	0	0
Watermill, South Molton, manor of Saunderville, with 16s. increase	3	11	4
(Henry Marquis of Exon.)			
Mill, manor of Sutton Courtney	11	0	0
Total, £66 11s. 8d.			

I. OF KING'S MILLS.

6. Mills held by James I., 1608.

Co. Bedford.	Per annum. £	s.	d.
(Monastery of Chieslands.)			
2 mills, Southill and Clifton	6	16	6
(Honor of Ampthill.)			
Watermill in Flitwick called Easton Myll	3	0	0
Mill, Caldecote, barony of Brockborough in Co. Bucks	4	13	4
Watermill called Tildesley Mill, manor of Ampthill	3	0	0
Horse-mill in Mill Street, manor of Ampthill	2	6	8
Watermill, manor of Clophill and Caynehoo	3	0	0
Horse-mill and windmill, manor of Litlington	11	11	4
(Bishop of Lincoln.)			
2 watermills, manor of Bickleswade	17	0	0
(Chantry Lands.)			
Mill called Trinitie Myll in Bedford town	1	6	8
Total, £52 14s. 6d.			
Co. Bucks.			
(Edward Duke of Norfolk.)			
Watermill, manor of Haddenham	6	0	0
(Chantry Lands.)			
Mill called Robyn's Myll in Lidlesborough	4	8	0
(The Lady Elizabeth, former queen, and her ancestors, with the Crown of England.)			
Watermill, manor of Newport Pagnel	6	0	0
Watermill, manor of Hanslopp (?)	6	16	8
(The Castle and Honour of Windsor.)			
Mill, manor of Taplow, Bucks	11	0	0
Total, £34 4s. 8d.			

Total value of all the mills aforesaid, £335 15s. 0¾d.

I have made out this certificate by commandment from the right hon. Robert Earl of Salisbury, Lord High Treasurer of England, and Sir Julius Cæsar, Kt., Chancellor of the Court of Exchequer. His Majesty hath two other mills in the county of Surrey, not here certified because they are leased entirely with the manors, and the rents are undivided: viz. a mill in Mulsey Matham in the said county demised with the manor under the entire yearly rent of £30 19s. 2½d.; the other is Imber, likewise demised with the manor under the entire yearly rent of £20 6s. 8d. Whether his Majesty hath any other mills leased with any of his Majesty's demaynes or farms under entire yearly rents, and not divided, appeareth not by any record remaining with his Majesty's auditor.

Examined by EDM. PIDGEON,
21 July, 1608. Deputy Auditor.

IV. A COLLECTION OF HIS MAJESTY'S MILLS AS APPEARS FROM RECORDS IN THE OFFICE OF ALEXANDER KING, AUDITOR.

Co. Northampton.	Per annum. £	s.	d.
(Stamford Priory.)			
Mill in parish of St. Martin, Stamford	0	2	0
(Warmington Manor.)			
2 mills, Warmington	6	13	4

Co. Northampton—*contd.*	Per annum. £	s.	d.
(Monastery of Laund, Co. Leicester.)			
Windmill, Weston super William	1	6	8
(Stanwick Manor.)			
2 mills, Stanwick	4	0	0
(Kettering Manor.)			
2 mills, Kettering	10	0	0
(Kildesby Manor.)			
Windmill leased with manor	...		
(Grafton Manor.)			
Mill called Bosenhoc	4	0	0
(Blisworthe Manor.)			
Watermill in Blisworthe	4	0	0
(Stokebrwerne Manor.)			
2 mills there	3	10	0
(Grenesnorton Manor.)			
Watermill called Wickett in Norton	2	13	4
Watermill called Kingthorne	2	13	4
Watermill, Grymescote	1	0	0
(Sir John Williams.)			
Watermill, Grymescote	1	13	4
(Morcend Manor.)			
Watermill called Yardley in Eastpury	2	13	4
(Moulton Manor.)			
Watermill, Moulton	1	15	4
(Hardingston Manor.)			
5 mills called Quingeous Mills, Hardington	8	13	4
Total, £54 14s.			
Co. STAFFORD.			
(John Hardwick, Chantry Lands.)			
Mill called Derneford in par. of St. Martin's in the Highfield, city of Lichfield	2	0	0
Total, £2.			
Co. SALOP.			
(Wombridge Priory.)			
Mill, Siffenhall	2	0	0
Total, £2.			
Co. WORCESTER.			
(Brangeworth Manor.)			
2 mills, Brangeworth	6	0	0
(Warwick's and Spenser's Lands.)			
Mill called ffrog Mill in Wyche	2	10	0
(Bewdley Manor.)			
Watermill, Bewdley Park	0	13	4
(Bromsgrove Manor.)			
Bromsgrove Mill	1	16	8
Total, £11.			
Co. WARWICK.			
(Kenilworth Manor.)			
2 mills under one roof called Woodmill	3	16	8

I. OF KING'S MILLS.

6. Mills held by James I., 1608.

I. OF KING'S MILLS.

6. Mills held by James I., 1608.

	Per annum. £ s. d.
Co. Warwick—*contd.*	
(Warwick Manor.)	
Fordmill, demised with the manor	...
2 mills under one roof (with lands)	10 4 9
(Combe Monastery.)	
Perry Mill in Woolaston	3 6 8
(Knowle Manor.)	
Knowle Mill, demised with the manor	...
(St. Mary's Monastery.)	
Watermill, Austw	2 0 0
Do., Frisbie	3 6 8
(Ernsbie Manor.)	
Windmill and horse-mill	1 6 8
(Keyworth Manor.)	
2 corn mills, Keyworth	11 0 0
Total, £35 1s. 5d.	
Co. LANCASTER.	
(Lordship of Muchland.)	
Hartmill, Seamill } included with lands of Gleston Castle	...
Watermill in Gleston called New Mill	1 0 0
(Nevelhall Manor.)	
4 watermills in Ulverston	4 3 4
(Wharton Manor.)	
Watermill, Wharton	4 4 0
Total, £9 7s. 4d.	
Co. WESTMORLAND.	
(Barony of Kendal.)	
2 water corn mills called Castle Mill and Barn Mill	6 13 4
(Barton Manor.)	
Pooley Mill	1 6 8
(Lordship of Holmecoltram.)	
Watermill called Abbey Mill	10 0 0
Do., Westwaver, called Dubmill	6 0 0
(Honour of Penrith.)	
2 watermills, Penrith	16 0 0
1 do., Carleton	8 0 0
1 do., Sowerby	...
Langwathbie Mill	3 6 8
Watermill, Gamelsbie	1 6 8
(Catterlen Manor.)	
1 watermill, demised with manor	...
Total, £52 13s. 4d.	
Total annual value of mills on list, £166 16s. 1d.	

V. IN THE OFFICE OF HUGH SEXEY.

	Per annum. £ s. d.
Co. ESSEX.	
(Barking Monastery.)	
Barking Mill	*23 6 8

* "Of which £8 6s 8d. is allowed to the farmers every year for repairs."

Co. Essex—*contd.*	Per annum. £	s.	d.
(Halliwell Priory, Middlesex.)			
Watermill, Bromley	8	0	0
(Priory of St. John of Jerusalem.)			
Purfleet Mill	13	6	8
(Thomas Lord Audsley de Watson.)			
Fingeringham Mill	*1	10	8
1/3rd of Middle Mill in Colchester in tenancy of Henry Mackwilliams	2	0	0
(John Combe, Oxford.)			
Parva Okeley Mill, demised to Robt. Hammond	7	0	0
(Queen Elizabeth, from the Bishop of London by Act of Parliament.)			
Orseth Manor Mill	2	13	4
Total, £57 17s. 4d.			
Co. HEREFORD.			
(St. Albans Monastery.)			
Watford Watermill	13	0	0
(Sir Richard Lee.)			
Watermill, parishes of Sandrich and Shenley, St. Albans, demised to John Seale	17	6	8
(Lands assigned to the Lady Elizabeth, late queen, by her ancestors wearing the Crown of England.)			
Westbourne Mill in parish of Northchurch in Hemelhmsted Manor, demised to John Wheeler and Thos. Preston	2	6	8
Mill in same manor, demised to John Waterhouse	6	0	0
(St. Albans Monastery.)			
2 mills in Redbourne in tenancy of Richd. Smyth	8	0	0
(St. Albans, lands obtained from the Bishop of London by Act of Parliament.)			
Rickmansworth Mill, demised to John Wilson	3	6	8
Watermill, Huntonbridge in manor of Abbot's Langley, demised to Thos. Eyez	4	0	0
(Sir Richard Lee.)			
Kinge Manor Mill	2	0	0
Total, £56.			
Co. MIDDLESEX.			
(St. Peter's, Westminster.)			
Stanoe Watermill, demised to John Clerk	11	0	0
(Priory of St. John of Jerusalem.)			
Watermill, manor of Hackney, demised to John Mustane	11	6	8
(Lordship of Windsor.)			
Doyle Watermill, Stanwell Manor, demised to Thos. Dackford	10	6	8
Mill called North Mill, Stanwell Manor, demised to Robt. Fisher	7	15	0
Total, £40 8s. 4d.			

I. OF KING'S MILLS.

6. Mills held by James I., 1608.

* "Of which 4s. 8d. is allowed to the farmers every year for repairs."

I. OF KING'S MILLS.

6. Mills held by James I., 1608.

	Per annum. £ s. d.
CITY OF LONDON.	
(Monastery of Gracechurch.)	
Watermill called Crash Mill in East Smithfield . .	16 0 0
Total, £16.	
Co. SUFFOLK.	
(Laiston Monastery.)	
Windmill in Thorpe, demised to Thos. Rooke . . .	1 0 0
(Bishop of Lincoln.)	
Watermill in manor of Barking-cum-Needham, demised to John Baker	3 0 0
Mill, manor of Bramford	4 0 0
Mill, manor of Clemsforth	2 13 4
Total, £10 13s. 4d.	
Co. KENT.	
(Ramsey Monastery.)	
Windmill in manor of Over, demised to Robt. Crowch	0 16 0
(William Stafford, gentleman.)	
Watermill, Fulborne, demised to Thomas Cakebread	2 13 4
(Ancient Inheritance of the Crown called Richmond Lands.)	
Shelford Manor Mill	6 0 0
Total, £9 9s. 4d.	
Co. NORFOLK.	
(Bishop of Lincoln.)	
East Dereham Watermill, in tenancy of John Goldwell	6 0 4
(Sir James Bulleyn.)	
Cawston Manor Watermill, demised to Wm. Busting	0 4 0
Total, £6 4s. 4d.	
Co. HUNTINGDON.	
(Bishop of Lincoln.)	
Spaldwicke Windmill, demised to Richd. Parker .	0 13 4
(Lands of the late Lady Katharine, Queen of England.)	
Aylton Manor Mill, demised to George Rayleton .	6 13 4
(Bishop of Lincoln.)	
Somersham Windmill	1 6 8
Total, £8 13s. 4d.	

Total value of above mills, £205 6s.

Memo. I have made this certificate by commandment of the right hon. Sir Julius Cæsar, Knight, Chancellor of his Majesty's Exchequer, and do find that many of the said mills are parcel of divers manors, as before is particularly mentioned.

P. HUGONEM SEXEY, Auditor.

20 July, 1608.

VI. FRANCIS NEALE'S LIST.

	Per annum. £ s. d.
Co. LINCOLN.	
(Swinshead Monastery.)	
Witcote Windmill, demised to Wm. ffrier . . .	2 0 0
(Sir William Cavendish.)	
Tollington Watermill, demised to Robt. Meadows .	2 0 0

I. OF KING'S MILLS.

6. Mills held by James I., 1608.

Co. Lincoln—*contd.*	Per annum. £	s.	d.
(Sir Richard Cotton.)			
Watermill called West Mill in Bourne	4	0	0
Another there called East Mill	4	0	0
(Edward Lord Clinton.)			
Windmill in the south field of Epworth	1	16	8
Do. in Beston	1	16	8
Do. in Overston	2	0	0
Do. in Crull	1	0	0
Do. in Garlethorpe	0	15	0
(Sir Thomas Henneage.)			
Legborne Watermill	3	13	4
(Parcell of the jointure of the Lady Anne, formerly Queen of England.)			
Watermill in Grantham called North Mill	6	16	8
2 mills there called Wellam or South Mills	6	13	4
(Viscount Bramonde.)			
Barton Mill	2	0	0
(Priory of St. John of Jerusalem.)			
Watermill and horse-mill in Kirkby Green, demised to Galford and Robt. Huddleston	1	5	4
(Barling Priory.)			
Anderby Windmill, demised to Robt. Hellott	1	0	0
(Kirkstead Priory.)			
Thymbleby Windmill, demised to Jas. Gristwaite	3	6	8
(Duke of Richmond.)			
East Depinge Watermill	13	6	8
(College of Thorneton.)			
Barrow Watermill, demised to Jas. Hudson	2	12	0
(Chantry Lands.)			
Saltflatby Watermill	0	19	6
Total, £61 1s. 10d.			
Co. Notts.			
(Blithe Priory.)			
Mill called Waynerstorne	6	0	0
(Welbeck Priory.)			
Estretford Mill	17	10	0
(Worksop Priory.)			
Redforde Watermill	2	2	8
(Lenton Monastery.)			
Radforde Watermill	5	6	0
Another watermill there	4	13	4
(Bishop of Lincoln.)			
Newark Watermill	29	0	0
Fulling mill there	3	6	8
Watermill in parish of Stoke	4	0	0
(Chantry Lands.)			
Ruddington Malt Mill	1	4	0
Total, £73 2s. 8d.			
Co. Derby.			
(Derleigh Priory.)			
2 mills in Derby	3	6	8

I. OF KING'S MILLS.

6. Mills held by James I., 1608.

Co. Derby—*contd.*

	Per annum. £	s.	d.
(Dale Priory.)			
Watermill called the Parke Mill in Alvaston	1	6	8
The "Burgh Mills" in Elvaston	7	0	0
Total, £11 13s. 4d.			
Co. CHESHIRE.			
(Norton Priory.)			
Watermill in Walton	2	0	0
Do. in Runcorn	1	5	0
(Basingwarke Priory.)			
Windmill in West Kirby	2	0	0
(Earl of Chester.)			
Fulling mills of Dee	11	0	0
Total, £16 5s.			
Total value of mills in List, £162 2s. 10d.			

VII. BRIEF CERTIFICATE OF WIND AND WATER MILLS, WITH THEIR ANNUAL RENTALS, &C., IN THE OFFICE OF SIR WM. SPENCER, ONE OF THE AUDITORS, 26 JULY, 1608.

Co. YORK.	Per annum. £	s.	d.
(Trinity Priory.)			
Windmill in tenancy of Stephen Messenger	0	13	4
(Clementhorpe Priory.)			
Clementhorpe Windmill, in tenancy of John Ploughman	1	4	0
Another windmill in tenancy of Wm. Ploughman	1	0	0
Another windmill there, built by Thomas Plumpton, in tenancy of Wm. Ploughman	0	3	4
(Roche Monastery.)			
Watermill called New Mill in Roche	3	3	4
(Monkbretton Monastery.)			
One iron mill called Monkbretton Smythies	8	0	0
Holme Watermill, in tenancy of Ric. Nicholls	1	8	0
Watermill there called the Abbey Mill	1	13	4
Fulling mill	1	0	0
2 watermills and 1 windmill, with certain lands	4	4	8
Fulling mill near the Smythies in Monkbretton	0	16	0
(Bolton Monastery.)			
2 mills called Harwood Mills	10	0	0
(Carthusian Monastery near the royal town of Kingston-upon-Hill.)			
Windmill near Beverley Gate	1	3	4
(St. Eswold Monastery.)			
Watermill in Wentebrigge in tenancy of Nich. Clarke	3	6	8
Mill in Barnsley	1	0	0
(Monastery of the Blessed Mary, near the walls of the city of York.)			
2 windmills in Hornesey in tenancy of Richd. Walker	4	0	0
2 mills called ffose Mills near the city of York	7	0	0
(Selby Monastery.)			
Carleton Windmill in manor of Snaith	0	1	4

Co. York—*contd.*	Per annum. £	s.	d.
(Gistborough Monastery.)			
Windmill in east field of Marske in tenancy of Robt. Rookbie	0	6	8
(Meux Monastery.)			
Dringhowe Windmill	1	10	0
(Whitby Monastery.)			
Mills in Ibwinedale and Eastedaleside	0	10	0
Watermill in Bransedale in parish of ffylinge	0	10	0
(Archbishop of York.)			
2 windmills in Pattington called East and West Mill	3	6	8
Elloughton Mill, in tenancy of — Huker	1	6	8
(Charles Earl of Westmorland.)			
Southmill in Cottinghme in tenancy of Thos. Smyth	3	16	8
(Bridlington Monastery.)			
Windmill in Burton Flemming in tenancy of Thos. Pulley	1	6	8
(John Halam, attainted.)			
Windmill with land, called Mill Hill, in Kilnewicke	0	13	4
(Henry Duke of Richmond.)			
1 windmill, 1 watermill, in tenancy of Thos. Hilliard	5	2	0
(Dunolm Monastery.)			
Windmill there in tenancy of Wm. Allen	1	13	4
DUCHY OF YORK.			
(Sheriff Hutton Manor.)			
1 windmill there	1	6	8
2 watermills there	2	6	8
Corn mills beneath the pales of the park of Sheriff Hutton in tenancy of Richd. Pollard	0	6	8
(Hatfield Manor.)			
Hatfield Windmill, in tenancy of Thos. Richardson, gent.	0	13	4
Mill in Fishlake in tenancy of Richd. Byrde	0	16	0
Mill in Thirne in tenancy of Richd. Huthinson	0	15	0
Mill in Staneford in tenancy of Thos. Mapull	0	13	4
(Priory of St. John of Beverley.)			
Welwicke Windmill	2	0	0
(Charles Earl of Westmorland.)			
Watermill in Ayton Magna in tenancy of Wm. Wilson	1	6	8
Total, £80 13s. 8d.			
ARCHDEACONRY OF RICHMOND.			
(Middleham Lordship.)			
2 watermills there, one called Ulstane and the other Middleham Mill	6	13	4
Watermill in Burton	3	0	0
Water fulling mill in Carleton	1	13	4
Watermill in Kettlewell	1	10	0
Another mill there	0	6	8
Mill in Westwilton called a lead-ore mill	0	6	8
Monteford Corn Mill	5	13	4

I. OF KING'S MILLS.

6. Mills held by James I., 1608.

I. OF KING'S MILLS.

6. Mills held by James I., 1608.

Archdeaconry of Richmond—*contd.*

	Per annum. £ s. d.
Fulling mills in Monteford and Crakehall	3 10 0
Watermill in Crakehall	4 6 8
Mill in Arkelgarth, a tenement of Wm. late Marquis of Northampton	0 3 0
Mill in Ravensworth	3 6 8
Watermill in Aiskrigge	2 13 4
Mill in Dente	9 6 8
Watermill in Ingleton	1 0 0

Total, £43 9s. 8d.

BISHOPRIC OF DURHAM.

(Durham Monastery.)

Watermill, Monksilden, in tenancy of Wm. Stubberte	2 3 4

(Gistborough Monastery.)

Windmill in Strainton	0 5 0

(Lordship of Barnard Castle.)

2 watermills, Barnard Castle	8 0 0
Fulling mill there	2 0 0
Water corn mill, Piercebrigge	6 0 0
Fulling mill there	2 0 0
Gainsford Mill, in tenancy of Geo. Warcoppe (with 6s. 8d. increase)	4 6 8
Windmill, Langenewton	2 0 0
Watermill, Wharelton	1 10 0

(Lordship of Brancepath.)

Watermill, Burchester	1 10 0

(Lordship of Raby.)

Water corn mill near Castle of Raby	2 0 0
Watermill in Cockefield	0 10 0
Water corn mill called Castle Mill, situated upon Staindrop Beck	5 6 8
Another water corn mill on the same beck called West Mill	5 6 8

Total, £42 18s. 4d.

CO. NORTHUMBERLAND.

(Newminster Monastery.)

2 fulling mills near the site of the said monastery, called Upper and Nether Mill	5 0 0
2 mills in Morewick and Stannington	7 6 8
Watermill, Busden	1 6 8
1 mill, Hesset	0 13 4

(Brenkeborne Monastery.)

Watermill in Meldon and Moseden	0 13 4

(Hexham Monastery.)

Mill in Dalton	2 0 0

(Tynemouth Monastery.)

Watermill in Benwell	1 0 0
Windmill near Cowpon	1 13 4
Mill in Effington	0 8 0

Co. Northumberland—*contd.*	Per annum. £	s.	d.
(Alneworth Monastery.)			
Watermill in Alneworth	3	0	0
Fulling mill there	1	0	0
(Blancheland Monastery.)			
Watermill called Rydeinge Mill in Bymell	0	13	4
Watermill in Westhaughe	0	18	0
(Lord of Hull Park.)			
2 mills in Alnewicke	13	6	8
(Regality of Hexham.)			
Watermill in town of Wall	0	10	0
Mill in Acombe in tenancy of Wm. Armstrong	0	3	4
Watermill in Kopewich	0	5	0
Watermill in Estalwente	3	6	8
Watermill called Catton Ley in Allandell	0	5	0
Watermill called Ninebancke Mill	1	13	4
Watermill in Newland-cum-Rowleywarde, called Wheatley Mill	1	6	8
(Charles Earl of Westmorland.)			
Watermill called Bywell	8	0	0
Watermill in Mekeley on the water called Ridleyburne	2	0	0
Watermill in Redinge in tenancy of John Airde	0	10	0
(John Cromborne, attainted.)			
Fulling mill in Wolley	0	13	4
Total, £57 12s. 8d.			

I. OF KING'S MILLS.

6. Mills held by James I., 1608.

Total of mills in List, £224 14s. 4d.

SUMMARY OF RENTALS.

	£	s.	d.	£	s.	d.
List I.						
Carnarvon	20	16	2			
Anglesey	2	8	4			
Flint	27	0	6			
Montgomery	1	3	4			
Denbigh	28	14	0			
Pembroke	34	5	10			
Cardigan	7	0	0			
Brecon	59	0	0			
Radnor	4	19	4			
Glamorgan	1	6	8			
Monmouth	2	13	4			
Carmarthen	10	19	6			
				200	7	0
List II.						
Hampshire	27	3	4			
Wilts	44	5	0			
Gloucester	6	0	0			
Somerset	37	12	4			
Devon	20	19	0			
Cornwall	7	6	8			
				143	6	4

I. OF KING'S MILLS.

6. Mills held by James I., 1608.

Summary of Rentals—*contd.*

		£	s.	d.	£	s.	d.
List III.							
	Kent*	40	14	4			
	Surrey	42	13	2¾			
	Sussex	55	0	4			
	Oxford	43	16	4			
	Berks	66	11	8			
	Bedford	52	14	6			
	Bucks	34	4	8			
					335	15	0¾
List IV.							
	Northampton	54	14	0			
	Stafford	2	0	0			
	Salop	2	0	0			
	Worcester	11	0	0			
	Warwick	35	1	5			
	Lancaster	9	7	4			
	Westmorland	52	13	4			
					166	16	1
List V.							
	Essex	57	17	4			
	Hereford	56	0	0			
	Middlesex	40	8	4			
	London City	16	0	0			
	Suffolk	10	13	4			
	Kent†	9	9	4			
	Norfolk	6	4	4			
	Huntingdon	8	13	4			
					205	6	0
List VI.							
	Lincoln	61	1	10			
	Notts	73	2	8			
	Derby	11	13	4			
	Cheshire	16	5	0			
					162	2	10
List VII.							
	Yorkshire	70	14	4			
	Duchy of York	9	19	4			
	Archdeaconry of Richmond	43	9	8			
	Bishopric of Durham	42	18	4			
	Northumberland	57	12	8			
					224	14	4
				Total Rental,	1438	7	7¾

* See List V.

† See List II.

CHAPTER II.

OF MONASTIC MILLS.

II. OF MONASTIC MILLS.

1. Popular Bequests.

1. THE whole of the early records of mills relate largely to their possession and working by religious houses, whose carefully compiled leger-books now afford various evidences of customs and laws not otherwise obtainable. Monastic mills were generally maintained on the manorial soke system prevalent throughout the country. Through the whole of the Middle Ages a favourite form assumed by the practical piety of men of wealth was the bequest of a mill with all its rights to a religious house; and long before the Dissolution the whole of these centres of civilisation and learning were, to a greater or less extent, endowed by founders and friends with revenues from corn mills. Though mills were usually among the first endowments conferred on a newly founded abbey, it sometimes happened that monasteries were established without any such grant, and in this case they were usually made toll free for their own grain at the mill of some neighbouring lord. Stanlawe Abbey, Cheshire, in the early and troubled days previous to its transfer to Whalley, was thus made toll free by John, Constable of Cheshire, about 1178, at all his mills. But, when possessed, no treasure was more highly prized by a monastery than these assured sources of income, and the certain hold the possession of mills awarded upon the sympathies and respect of the people. It is thus curious to reflect that monks may have exerted as mill-owners a certain and now

II. OF MONASTIC MILLS.

1. Popular Bequests.

little suspected influence upon social and even religious progress in those early ages, when usually the abbot was not alone the parish priest, but the lord of the soil and of the mill, and the almoner of large communities of the poor. Though mills were primarily valuable to monastic houses for supplying the domestic needs of the brethren, this demand in even the largest abbeys was limited and easily supplied; and beyond it lay the great question of charity, which was largely influenced by the ownership of mills. Each of the religious houses maintained a wide circle of lay dependants, and was surrounded by the poor by whom a monastery was ordinarily regarded as the source of inexhaustible charity;* and mills, indeed, were at times granted to the monks on the express stipulation that this moral claim should be observed and the poor should be fed. A curious case in which monks were accused of breaking such a contract is on record. In Easter term, 1293, the pleas of the Common Bench record that "John de Badam and Joan his wife brought the cessavit per biennium [a plea of the stoppage of a certain stipulated benefit] against the master of the almonry of St. Mark of Hileswycke for recovery of the manor of Pullet and two mills with the appurtenances [in a place indicated only by the initial letter C] for the reason that he [the almoner] held [the mills] of the said John and Joan by the service of finding food for one hundred poor persons—that is to say, for each person

Year-books of Edward I., 1292–1306.

* At Furness Abbey, shortly before its dissolution, "the tenants sometimes, with twenty or thirty horses, resorted to the monastery weekly. . . . Each one received a dozen loaves of bread. Children and servants at work in the fields had dinner and supper in the abbey. . . . The tenants did weekly receive out of the said monastery, over and besides the relief and commodities afore rehearsed, out of charity and devotion, to the value of forty shillings sterling." At Whalley the annual expenditure was 200 qrs. of wheat. The two mills here are mentioned in the *Lanc. Exchqr. Depos.*, 4 Jas. II., 1688 (Ashton *v.* Braddyl), as "two ancient water corn mills called the Abbey Mills, parcel of the late dissolved monastery of Whalley"—the case being one touching the custom of suit and service from the residents and inhabitants of the manor.

Hist. Furness, T. West, 1774, App.

L. and C. Record Soc., xi. 73.

II. OF MONASTIC MILLS.

1. Popular Bequests.

a loaf of bread weighing thirty-five shillings and a pottage made of good oatmeal; of which services one Robert ancestor of Joan was seised, descending to Joan as daughter and heir; and which manor and mills ought to revert to the said John and Joan, for that the said master has ceased for two years to perform the said services." The dry bones of a great public scandal, we may be sure, are buried in this long-forgotten action. How true the allegation may have been—what justification the dispenser of the alms of St. Mark's may have had for stopping the stipulated feeding of a hundred poor people—we shall never know; for the case was "adjourned till to-morrow"—that to-morrow which, so far as this record is concerned, never came. At all events the early circumstances are clear. Joan gave the manor and two mills belonging to her late father to the monks on condition of their feeding a hundred poor people, probably on the anniversary of his birthday, according to custom,* and for two years this obligation had remained unfulfilled. The defence does not appear, and the case as it stands must serve as an exception to the general rule of the charitable deeds of the monks.

2. Sacerdotal Value.

2. It may be that it was to confer still greater benefits than the mere income derivable from a mill that religious houses were so frequently enriched by these peculiar grants. Not the least of such benefits was the possible prestige and influence attaching to a power of extending supervisory protection over the public supply of food. For, precisely as millers of evil repute were the unenviable objects of popular malediction, so they who under the sway of discreet ecclesiastics maintained just and honourable dealings regarding the

* Randle Blundeville, Earl of Chester (1181–1232), granted to the monks of St. Werburgh, Chester, a rent-charge of ten shillings, out of which twenty pence were to be paid to the lepers of St. Giles, while with the residue the monks should feed a hundred poor people on the anniversary of his father's birth: "de residus dicti monachi pascent c pauperis in die naturalibus patris sui."

II. OF MONASTIC MILLS.

2. Sacerdotal Value.

bread supply to tenantry and poor were the fortunate recipients of popular goodwill. There was, indeed, very much truth in the sentiment of the ancient Somerset ballad :—

I'll tell thee what, goode vellowe,
Before the vriars went hence
A bushell of the best wheate
Was zold vor vourteen pence,
And vorty eggs a pennie
That were bothe good and newe;
And this che zay myzelf have zeene,
And yet ich am no Jewe.

Reliqs. Ant. Poetry, ii. 290.

Many such doleful reflections there must have been after the Dissolution. The monks had exercised charity; had controlled farms, markets, and mills; and by leasing these latter at fair rents, and ensuring good and fair service on behalf of the miller, had exerted a beneficial control over the bread of the poor, which the latter were not slow to recognise. And doubtless deeper sentiments than that of gratitude followed. We may now find a very large proportion of the recorded milling disputes of the early centuries to be those between religious houses and their tenants regarding soke rights; still, it would be an injustice to argue from this casual circumstance that the monks as mill-owners were more severe or exacting than lay lords. The apparently great array of evidence against them is really due to the fact that they systematically made a record of every dispute affecting their estates in leger-books and chartularies which, scattered to the winds at the Dissolution, are now public property. Similar records of secular manors, so far as they were kept or have been preserved, are far fewer in number and much less known; but there is no doubt, from what we do possess, that squires, lords, and kings were at least as frequently involved in turmoil with milling tenants as ever was abbot or prior. We may find

II. OF MONASTIC MILLS.

2. Sacerdotal Value.

wealthy and powerful monkish lords of mills exacting their soke rights with the utmost rigour, and never hesitating at inflicting what punishment the law directed upon tenants denying their allegiance to the mill; yet it was their duty to preserve the rights of their mills as of every other part of their estates; and the courses they adopted were identical with those pursued by lay mill-owners, and subjected them to no degree of hostility that would not appertain in like circumstances to temporal lords. We believe, indeed, that the monks never failed to recognise the vast moral power placed in their hands by the donors of mills, nor overlooked their good-fortune in being thus enabled to benefit and gain the goodwill of their people. The influence of milling upon even religion in those early days may therefore have been less imaginary than might be generally supposed.

3. Grants.

3. Two or three typical grants to religious houses may be cited. About the year 1190 Sir Gerald de Mansfield granted to the canons of St. Agatha his mill at Mansfield. Dr. Whitaker, who, like other historians, rarely, if ever, troubles to translate a milling charter or explain its peculiar provisions, transcribes the document in this case from the coucher-book at Burton Constable, with the remark that, "with a mixture of bad Latin, it is very curious and circumstantial," to which we must add that the transcript seems not to be quite perfect.

Omnibus, &c., Gerard de Manefeld miles salutem. Noveritis me dedisse concessisse et de me et heredibus meis imperpetuum quiete clamasse & hac presenti carta mea confirmasse Deo & ecclesie S^e^ Agathe & canonicis ibidem Deo servientibus, totum jus meum sine ullo retinemento quod unquam aut ull. racione habere potui in molendino, solo, stagno, sequela, vel piscaria molendini de Manefeld cum omnibus pertinentiis & aysiamentes ad dictum molend. pertin. in liberam puram & perpetuam elemosynam pro salute anime mei. Habend. & tenend. predictis canonicis & eorum successoribus libere pure & salute imperpetuum. Excepto quod ego Gerardus & heredes mei totum bladum nostrum in domo nostra propria de Manefeld ad

II. OF MONASTIC MILLS.

3. Grants.

propriam familiam nostram expendend. ad dictum molend. tum multa mol . . . et condicione & constitucione molend. illius secundum quod bladum nostrum venerit ad molend.: p'rius ul' post omnino tenebimus.

Et si lapides ad stagnum vel molend. predictum firmandum utiles sunt super campum meum de Manefeld, licebit dictis canon. cum carris suis & quadrigis lapides capere & ad molend. ducere et ipsum constare vel firmare; et ubicunque in territorio meo transire, sine aliquo impedimento preterquam in domibus nostris, blado, vel prato, vel gardinis. Et qui ad molend. molere veniunt & molendinari. molendini bladum suum quum et ubi volunt ad suum commod. preterquam super bladum & pratum nostrum ventitabunt: & equum similiter ibidem molentem ubicunque commodius poterunt in campo pascent sine impedimento excepto duntaxat blado et prato.

Et si molend. stagnum vel solum deficiat vel dicti canonici illa mutare vel transferre cupiant ad locum & solum meliorem licebit illis ubicumque voluerint in longitudin. litorio de Tayse in territorio meo de Manefeld solum eligere, stagnum de novo facere, terram sumere vel absportare, sine nocumento terre arabilis vel prati, molend. construere & alia qua ad molend. pertinent de suo & sumptibus suis facere: & ubicunque molendin. situm super terram meam de Manefeld, omnes predictas convenciones f'rit observare.

Ego vero Gerardus & heredes mei omnia predicta solum molend. stagnum sequelam & piscariam cum omnibus pertin. &c., ubicunque molend. sit in terra mea de Manefeld plantatum dictis canonicis & suis successoribus contra omnes & p' omnibus secundum posse nostrum p' omnia warantiz. & ad querendam sequelam & quisitam sustinendam dicto molendino posse nostra fidel interpon.

In cujus rei testimonium, &c.

To all people, &c., Sir Gerard de Mansfield, greeting. Know ye that I have given, granted, and for myself and my heirs quitclaimed in perpetuity, and by this my present charter confirmed, to God and the church of St. Agatha, and the canons, servants of God there, all right, without any reservation, which I ever had or in any way could have had in the mill, site, pool, multures, or fishery, at Mansfield, with all appurtenances and easements to the said mill belonging, in free, pure, and perpetual alms for the welfare of my soul. The said canons and their successors to have and to hold the same freely, entirely, and rightly in perpetuity. Except that I, Gerard, and my heirs shall have all our corn, used for our families in our own house at Mansfield, ground at the said mill without multure immediately it arrives at the mill: to this condition, above all things, we shall hold.

If any stones useful for the structure of the mill or pond be upon my field at Mansfield, it shall be right and lawful for the said canons to take them and carry them by their trucks and four-horse carts to the mills, and restore or build the same; and wherever in my territory they may wish to pass they may do so without hindrance, save by way of the cornfield, meadow, or gardens of our house. Also any one coming to the mill with corn, as well as any millers of that mill, may pass when and where they please, except by way

of our cornfield or meadow. Similarly the horses of the mill may pasture wherever convenient in the fields without impediment, except only in the cornfield or meadow.

If the pond or the foundation of the mill be insufficient, or the said canons desire to change or remove them to a better situation, it shall be allowable for them, wherever they may elect on my land along the bank of the Tees in Mansfield, to take other land (provided it be not to the injury of the cultivated lands or meadows), and, at their own cost, make a new pond or build a new mill with other appurtenances. And wherever the mill be situated on my land at Mansfield all the aforesaid agreements shall be observed.

3. Grants.

I, the said Gerard, and my heirs shall warrant to the said canons and their successors, by all means in our power, against every one the title to the said site, mill, pool, multures, and fishery, with all appurtenances, wherever upon my land at Mansfield the mill may be fixed; and shall faithfully do what we can towards maintaining the suit and multure of the mill.

In witness of which, &c.

About 1226 Roger Springhose, of Salop, granted to Haughmond Abbey, Shrewsbury, the mill of Lognor, with suit and multure of the whole vil of Lognor, as well as of his own household—the various subsidiary grants recited in this deed evoking from the Salopian historian Eyton the remark, "Such were the precautions taken in those days to guard and fence about that treasure much coveted by monks—a manor mill." These precautions comprised a grant of the copse near the mill, resources for the repair of the pool, a place near the mill door for winnowing, the watercourse (covenanting that neither he, the grantor, nor his heirs should ever divert the same), and a pathway and road which led to the mill—the concluding agreement being that neither he nor his heirs should ever build any other mill to the injury of the mill so granted.

Antiq. of Shropshire, Eyton, vi. 54.

4. Of another mill acquired by purchase by Haughmond Abbey Eyton observes, "I give in an abbreviated form the important but lengthy charter by which between 1268 and 1271 the third John Fitz Alan sold Bent Mill to Haughmond Abbey"—

4. Purchase.

Ibid., x. 102

II. OF MONASTIC MILLS.

an interesting document, to which we append a translation :—

4. Purchase.

Sciant presentes et futuri quod ego Johannes filius Alani tercius dominus Arundellia dedi, &c., ecclesiæ de Haghmon molendinum illud quod dicitur Benet Mill cum aquis stagnis ripis, &c., cum moltâ et sectâ hominum meorum et omnium tenencium meorum in manerio de Schrewardin, Moneford et de Nesse: ita quod si aliquis eorum inveniatur alibi molere blada sua quam in molendino predicto eo ipso perdat blada sua. Ego vero et heredes mei warantizabimus dictis canonicis quod numquam infra maneria molendinum aliquod constructur a quocunque nec aqua a suo corsu solito divertetur. Et si contingat aliquod molendinum de novo construi ego et heredes mei, pro quolibet molendino novo, cum constructum fuerit sine voluntate dictorum canonicorum, solvemus eis de redditu manerii de Schrewardin, Moneford et de Nesse, in monasterio de Haghmon ad festum Sti. Michaelis xxx solidos et ad festum Annunciacionis xxx solidos quousque dictum novum molendinum prostratum sit. Et ad vestiendum dictos canonicos de isto redditu dedi illis cuppam deauratam ponderis xxxij solidorum. . . . Volo etiam et concedo quod dicti canonici habeant semper sufficientem meremium et estoveria in boscis meis de Schrewardin, &c., ad dictum molendinum et ad omnia eorum molendina infra dominum meum super Pevereye reparanda. Concessi preterea dictus canonicis meremium de bosco meo de Upton-subtus-Haghmon ad molendina sua de Upton. Pro istâ vero concessione et warantizacione predictorum dederunt mihi dicti canonici XL^ta^ libras argenti et advocacionem ecclesiæ de Stoke-juxta-Arundel.

Be it known to all present and future, I, John, son of Alan, third lord of Arundel, have given, &c., to the church of Haughmond that mill called Benet Mill, with waters, pools, banks, &c., together with the multure and suit of my men and all my tenants in the manors of Shrawardine, Montford, and Nesse: so that if any of them go anywhere to grind their corn except where aforesaid, they shall forfeit to the same mill their said grain. I and my heirs shall warrant to the said canons that no one in the manor shall build any other mill nor divert the stream from its usual course. If it come to pass that any new mill be built, then I and my heirs for any such new mill (unless it be erected by the consent of the said canons) shall pay to the latter, from the rentals of the manors of Shrawardine, Montford, and Nesse, in the monastery of Haughmond, at Michaelmas 30 shillings, and at the Feast of the Annunciation [March 25] 30 shillings, until the said new mill be pulled down. And in order to invest the said canons with security for the said rentals, I have given them a gilt cup of 32 shillings' weight.

I also agree and concede that the said canons shall always have sufficient structural and other timber from my woods at Shrawardine, Montford, and Nesse for the repair of the said mill and all their other mills within my territory upon Pevereye.

I have conceded, moreover, to the said canons a right of timber

from my wood of Uppington-under-Haughmond for their mill of Uppington.

For this concession and warrant of title the said canons have given me 40 silver pounds and the advowson of the church of Stoke-juxta-Arundel.

4. Purchase.

5. Except mills of older date than 9 Edward II. (1316), all mills paid a tenth of their profits to the Church, and in this respect constituted a considerable source of ecclesiastical revenue. In those times, though every one was obliged to pay tithes in general arising from his property, yet he might give them to what priests he pleased, such grants being known as "arbitrary consecrations of tithe." An interesting instance of such a grant occurs in the early part of the thirteenth century in connection with the Scotch priory of Pluscardyn. Alexander II. in 1236 had granted to this house the mills of Elgin, the deed of gift conveying with the mills their tithes, which thitherto had been payable to the Bishop of Moray. As a consequence, in the next year, 1237, the bishop and chaplain of Moray are found formally resigning the tithes to the priory, the king having fully indemnified the bishop and chaplain for their loss.*

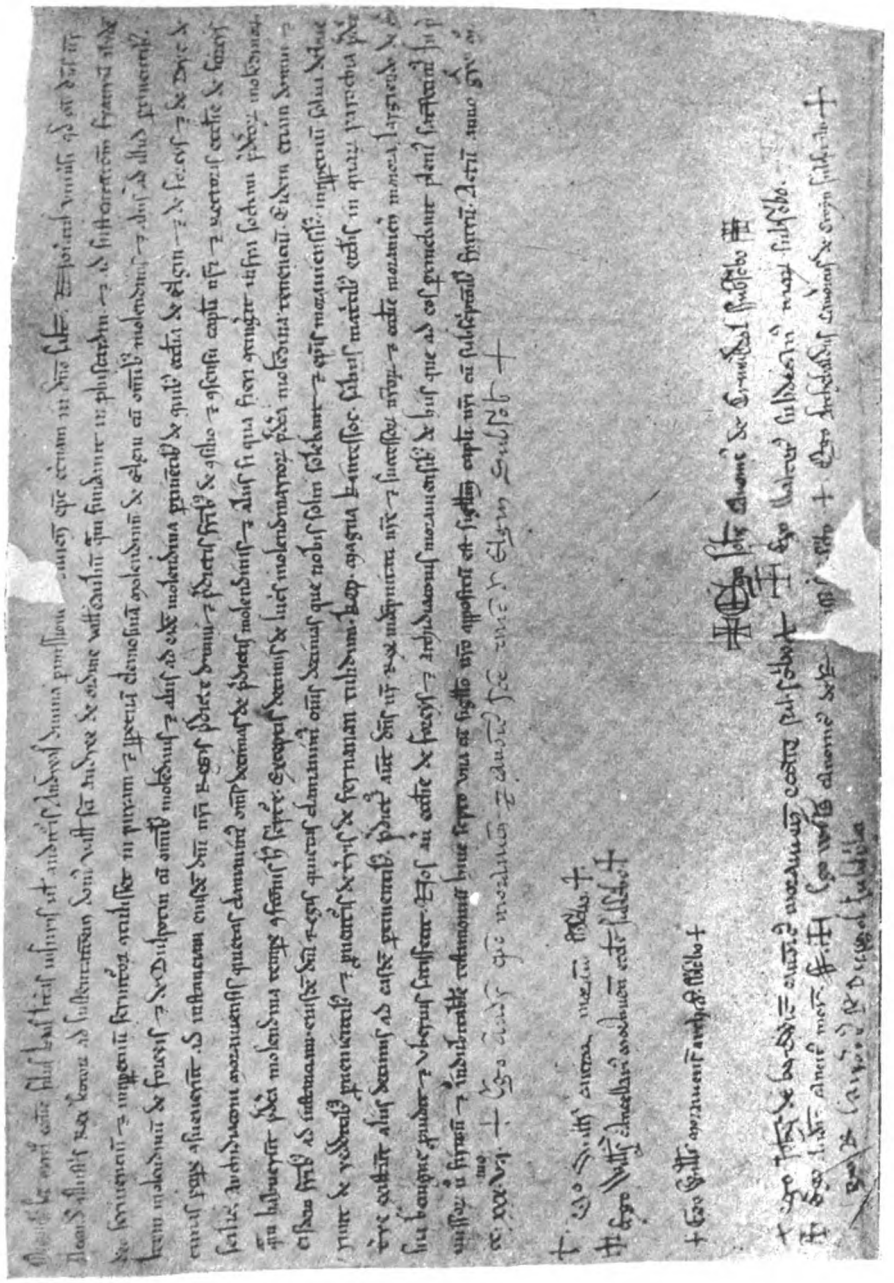
5. Tithes.

Text, II. 126.

Omnibus sancte matris ecclesie filiis has literas visuris vel audituris Andreas divina permissione moraviensis episcopus eternam in Domino salutem. Noveritis universi quod cum dominus noster Alexander illustris Rex Scotorum ad sustentationem domus vallis sancti Andree de ordine vallis caulium quam fundavit in pluscardyn et ad sustentationem fratrum ibidem deo servientum et imperpetuum servituorum contulisset in puram et perpetuam elemosinam molendinum de Elgin cum omnibus molendinis et aliis ad illud pertinentibus. Item molendinum de foreyis et de Dulpotin cum omnibus molendinis et aliis ad eadem molendina pertinentibus de quibus ecclesiæ et de foreys et de Dye decimas percipere consueurunt. Ad instanciam eiusdem domini nostri Regis predicte domui et predictis fratribus de consilio et consensu capituli nostri

Pluscardyn, Macphail, 1881, App. 206.

* We are indebted to the Rev. S. R. Macphail, of Liverpool, author of the interesting archeological work *The Religious House of Pluscardyn*, for permission to transcribe this and two other milling documents from that record (quoted in later chapters), as well as for cordial consent to our reproducing the accompanying facsimile of the charter. The original deeds till very recently were preserved at Duff House, the seat of the Duke of Fife, whose ancestors acquired the priory, estate, and mills.



Grant of Tithes of Elgin Mills, A.D. 1237.

et rectoris ecclesie de foreys scilicet archidiaconus moraviensis quietas clamanimus omnes decimas de predictis molendinis et aliis si qua fieri contingerit infra socham predictorum molendinorum quam habuerunt predicta molendina tempore confectionis huius scripture: exceptis decimis de lucris molendinorum predicta molendina tenentium. Eidem etiam domui et eisdem fratribus ad instanciam eiusdem domini regis quietas clamanimus omnes decimas que nobis solui solebant et episcopis moraviensibus imperpetuum solui debuerunt de redditibus provenientibus et proventuris de terris de fernanan, tulidum, kep, magna kintessoc; saluis matribus ecclesiis in quarum parochia predicte terre existunt aliis decimis ad easdem pertinentibus predictoribus: Autem dominus noster rex indempnitati nostre et successorum nostrorum et ecclesie marauiensis maiora largiendo de gratia sua benigne prouidit et uberius satisfecit. Nos autem ecclesie de foreys et archidiaconus morauiensis de hiis que ad eos pertinebant plenius satisfecimus. In premissorum vero firmum et indubitabile testimonium huic scripto unacum sigillo nostro appositum est sigillum capituli nostri cum subscriptionibus fratrum. Actum anno gracie M° cc. xxx. vii^mo.

✠ Ego Andreas episcopus morauiensis et canonicus sancte Trinitatis de Elgin subscribo.
✠ Ego Willelmus cantor morauiensis subscribo.
✠ Ego Willelmus cancellarius morauiensis subscribo.
✠ Ego Willelmus morauiensis archidiaconus subscribo.
✠ Ego Johannes de berewic canonicus morauiensis ecclesie subscribo.
✠ Ego Andreas canonicus morauiensis subscribo.
✠ Ego Johannes canonicus de Crumbdol subscribo.
✠ Ego Walterus subdecanus morauiensis subscribo.
✠ Ego Archebaldus canonicus de Croyn subscribo.
✠ Ego Willelmus canonicus de Ky[ngu]ssi subscribo.
✠ Ego R. Canonicus de Duppol subscribo.

To all sons of Holy Mother Church who see or hear of these writings, Andrew, by divine permission Bishop of Moray, in God eternal greeting. Know all that since our lord, Alexander, illustrious King of the Scots, for the sustenance of the house of the vale of St. Andrews, of the order of Vallis Caulium, which he has founded in Pluscardyn, as well as for the maintenance of the brethren now and perpetually servants of God there, has conferred on the same in pure and perpetual alms the mill of Elgin, with all mills and other things appurtenant to it—viz. the mills of Foreys and Dulpotin, with all mills and other things appurtenant to the same, from which the churches of Foreys and Dulpotin have been accustomed to receive the tithes;

At the instance, therefore, of our said lord the king, and the said house and brethren, we, with the consent and assent of our chapter and of the rector of the church of Foreys, to wit the archdeacon of Moray, have quitclaimed all tithes of the said mills and other things, if such may have been appurtenant thereto, within the soke of the said mills, which the latter had at the time of the making of this

II. OF MONASTIC MILLS.

deed: except the tithes of the profits of the mills held under the said mill.

5. Tithes.

We have also, in favour of the said house and fraternity, at the instance of our lord the king, quitclaimed all the tithes they used to pay to us, and which they should pay to the bishops of Moray in perpetuity, from the rents and proceeds of the lands of Fernanen, Tulidum, Kep, and Magna Kintossoc: except certain other tithes appurtenant to the mother churches in whose parishes the said lands lie. At the same time, for this, our lord the king, out of the great fulness of his graciousness, has satisfactorily and abundantly indemnified us and our successors and the church of Moray. We also, of the church of Foreys and the archdeacon of Moray, are perfectly satisfied with those of the foregoing matters relating to us.

In firm and indubitable testimony of the matters aforesaid, our seal, together with the seal of the chapter and the signatures of the brethren, is affixed to this script. Done in the year of grace 1237.

I, Andrew, Bishop of Moray and Canon of Holy Trinity, Elgin, sign.

I, William, Chanter of Moray, sign.

I, William, Chancellor of the Church of Moray, sign.

I, William, Archdeacon of Moray, sign.

I, John of Berwick, Canon of the Church of Moray, sign. &c.

David II. of Scotland confirmed the above transactions, and ordered by writ the sheriffs to enforce them:—

Pluscardyn, Macphail, App. 213.

Dauid Dei Gracia Rex Scottorum vicecomitibus de Elgyn et fforeys salutem. Sciatis quod cum per inspeccionem cuiusdam carte recolende memorie quondam Alexandri regis Scocie predecessoris nostri facte religiosis viris priori et conventui de Pluscardyn nobis clare constet ipsos religiosos esse infeodatos de molendinis de elgyn et de fforeys cum aliis molendinis ad eadem molendina pertinentibus, cum tota multura proueniente de terris omnibus de quibus tempore infeodacionis idem rex predecessor noster multuram percepit uel percipere deberet si culte essent, quarum quidem terrarum quam plurime que tempore concessionis predicte carte in cultura non fuerant, ut de lanmorgyn, quarelwode, tulache, ternway et schanchery infra vallias vestras in culturam sepius rediguntur, quas sub dicte carte tenore non est dubium contineri; Vobis igitur et vestrum cuilibet firmiter percipiendo mandamus quatenus faciatis dictos religiosos habere saysinam et pacificam possessionem multuraram de terris prenominatis; et si qui forte in solucionem uel reddicionem dictarum multuraram dictis religiosis aliquo tempore in futurum contradicere presumpserint, ipsos ad satisfaciendos dictis religiosis de multuris per illos forte contradicendis, denegandis, uel abstrahendis per capcionem et namacionem bonorum eorundem; taliter compellatis quod super hoc ulterius clamorem non audiamus aut queremoniam sub pena que exinde poterit prouenire. In cuius rei testimonium, &c. Sigillum nostrum precepimus apponi. Apud Inuernys decimo nono die maij anno regni nostri tricesimo octauo.

5. Tithes.

David, by the Grace of God King of the Scots, to the sheriffs of Elgin and Foreys, greeting. Know that by inspection of a certain charter recalling the memory of our predecessor, Alexander, formerly King of Scotland, and granted by him to the religious men the prior and convent of Pluscardyn, it is evident to us that the said monks hold in fee the mills of Elgin and Foreys, and other mills appertaining to the same, together with all the multure accruing from all lands from which the said king, our predecessor, at the time of the infeodation, received, or could have received, multure, if the lands were in cultivation (various of them at the time of the grant of the said charter being out of cultivation, as at Lanmorgyn, Quarelwode, Tulache, Ternway, and Schanchery, in your district, which allow to be enclosed and cultivated): of which matters there is, by the tenor of the said charter, no doubt;

To you and yours, whoever they may be, we therefore send strict precept, that thus far you cause the said monks to have seisen and peaceable possession of the multure of the aforesaid lands; and if at any time in future any presume to deny the paying and rendering of the said multure to the monks, they shall be compelled, by capture and detention of their goods, to satisfy the said monks for all such multure contested, denied, or withheld. Enforce the matter in such manner that we may hear no further clamour nor complaint, under the penalty provided therefor. In testimony whereof, &c., we have ordered our seal to be affixed. At Inverness, 19 May, thirty-eighth year of our reign.

6. Leases.

6. Leases of mills granted by monks frequently contained a covenant not ordinarily comprised in lay documents of the kind—viz. a stipulation that the lessee should be a faithful supporter of the Church. As an example of this and other ordinary conditions of such a lease may be quoted that of Ampney Mill, Gloucester, in 1263:—

Cart. Monast., S. Petri, Glou., iv. 339.

Sciant præsentis et futuri quod Reginaldus, Dei gratia abbas, et conventus Sancti Petri Gloucestriæ concessimus Henrico molendinario de Amenel et Gunhildæ uxori suæ molendinam nostro de Amenel Sancti Petri cum sex acris terræ arabilis et duobus pratellis adjacentibus: tenendum de nobis tantum ad vitas suas pro sexdecim solidis nobis annuatim persolvendis ad quator terminos: videlicet in festo Beati Thomæ Apostoli quator solidos; in Annunciatione Beatæ Mariæ quator solidos; in festo Beati Johannis Baptistæ quator solidos; et in festo Beati Michaelis quator solidos. Prædictus vero Henricus et Gunhilda uxor sua qualibet septimana annuatim invenient nobis unum hominem ad operandum per unum diem. Tempore vero quo fœnum fuerit levandum, invenient singulis diebus unum hominem quousque totum fœnum nostrum levetur. Facient etiam nobis quator bederipas in quolibet autumno singulas cum singulis hominibus nostris: et dabunt auxilium domui abbatis sicut

II. OF MONASTIC MILLS.

6. Leases.

unus qui tenet sex acras terræ in eadem villa. Et omnia quæ ad molendinum fuerint necessaria de proprio custu suo invenient. Et sequentur curiam nostram de Amenel, sicut cæteri vicini sui. Idem vero Henricus et Gunhilda uxor sua juramentum nobis præstiterunt quod fideles erunt ecclesiæ nostræ, et maxime de reddendo redditu nostro plenarie, statutis terminis; et quod nec artem nec ingenium exquirent unde domus nostra, per tenuram suam, damnum incurrat. Prædictum autem molendinum cum prædictis sex acris terræ et duobus pratellis et cum omni melioratione superposita post decessum predictorum Henrici et Matildæ [Gunhildæ] libere revertetur. In cujus rei testimonium præsens scriptum in modum cyrographi confectum est inter nos: cujus unam parte sigillo ecclesiæ nostræ signatam, . . . prædictis Henrico et Gunhilda.

Be it known to all present and future that Reginald, by the grace of God abbot, and the convent of St. Peter of Gloucester, concede to Henry, the miller of Amenel, and Gunhilda his wife, our mill of St. Peter's at Amenel, with six acres of arable land and two small fields adjacent, to hold of us, for the term of their lives, for sixteen shillings, payable to us annually at the four terms: that is to say, at the Feast of St. Thomas the Apostle [December 21] four shillings; at the Feast of the Annunciation of the Blessed Mary [March 25] four shillings; at the Feast of St. John the Baptist [June 24] four shillings; at the Feast of St. Michael [September 29] four shillings. The said Henry and Gunhilda his wife shall in some one week each year provide for us one man to work one day: at the hay harvest they shall find one man to work every day till all our hay is got in. They shall also perform for us four bederipes* every autumn, working conjointly with our men; and shall yield such general service to the abbot as does a tenant holding six acres in the same town. All that may be necessary for the mill, according to due custom of the same, they shall provide. They shall also yield homage to our court of Amenel in the same way as others their neighbours.

The said Henry and Gunhilda his wife have sworn upon oath to us that they will be faithful to our Church; that they will render us the full amount of rent at the stated terms; and that they shall not resort to any art or device from which our house during their tenure may incur injury. The said mill, with the said six acres of land and two meadows with all improvements thereupon, shall, on the decease of the said Henry and Gunhilda, freely revert to us.

In testimony of which things the present writing between us is drawn up as an indenture, of which one part bearing the seal of our Church is given to the said Henry and Gunhilda.†

* Derived from Anglo-Saxon *biddam* and *repe*, and meaning "a day's reaping when bidden by the lord."

† In this case Gunhilda, one of the life tenants of the mill, would of course be entitled to continue the lease and work the mill if her husband should predecease her. Such cases often occur. At a slightly later date another of the abbey mills is held by "the relict of the miller." The lease of the manor mill of Berstone again in 1263 was held by Agnes le Bedel. Of about the same date is the Continental record of Margaretta Molendinaria of Sprengenberg, who was charged for the repair of a greatly damaged mill-wheel.

7. Relics.

7. At Reading, Berkshire, remains in excellent structural preservation the combined mill and bakery of the abbey celebrated for the assembly within its chapter-house of the Parliament of 31 Henry VI., at the outbreak of the Wars of the Roses. The mill is believed to date back to the twelfth century. On two sides of the building are plain, massive, semi-circular arches. One end is occupied with a pointed arch, curious for being stated to be decorated with Norman zigzag moulding. A large flat arch at the opposite end of the building covers the oven. The water-power was supplied by a brook, consecrated, according to local tradition, to prevent encroachment of the secular power, and still retaining the designation "Holy Brook." Here, too, were doubtless the stoutly built stone granaries which in those parlous times held safe and sound the stores of grain which the religious houses always endeavoured to secure; and between these edifices and the monastery was certainly (as at Rossall Grange, where in name it still exists) "The Abbots' Walk," trodden by the careful feet of a long succession of priests in their periodical visits of inspection to mill and bakery, granaries and stores of grain.

Lanc. and Chest. H. S. Trans., 1848, 40.

A survey of the priory of Bridlington, Yorkshire, taken shortly after the Dissolution (*c.* 1541) by R. Pollard, one of the royal surveyors, gives us a glimpse of the horse-mill and bakery of the monks: "On the south syde of the same monast'y ys a bakehouse and a brewehouse, whiche by reporte of olde men was sumtyme a nunrie. By syght the bakehouse was the body of the churche, the rooff whereof is covered w^t^ slatt and the iles w^t^ lede. The brewehouse is where the quere seemed to be, and ys covered w^t^ lede adjoyning unto the est part of the bakehouse. On the north syde of the same bakehouse and brewe-

Archeologia, xix. 275.

II. OF MONASTIC MILLS.

house standyth a ffayre horse mylne newly buyldyd and covered w^t^ slatt." At Melrose Abbey, when the bakery was taken down in 1695, the arrangement of the ovens was peculiar and perhaps unique—the building being of considerable height, with ovens built one above the other, one in each storey. No relic of the mill, however, seems to have then existed.

7. Relics.

A celebrated cleric of the thirteenth century, evidently sprung from a milling family, was William Molendinarium (William the Miller), prior of Little Malvern 1296. He presented many valuable gifts to Worcester Abbey, and at the time of his death was erecting the church of St. Oswald; giving many valuable donations, as the ancient chronicler of the annals of the priory observes, "Sanctæ Crucis ubi nunc jacet," "to the altar of the Holy Cross where he now lies."

Ann. Monast., Tewkesbury.

8. Templar Mills.

8. Many mills scattered through various parts of the country were the property of the Knights Templars (originally a monastic order), who also enjoyed, in places where they had houses but no mills, special privileges at all king's mills in their vicinity. In 1338 the head of the order in England, Philip of Thame, prior of Clerkenwell, compiled an Extent of their entire landed possessions in the kingdom, with their annual rentals or value—among them being included the mills, which were both numerous and valuable. Some, as the watermill of Ross Market in Pembrokeshire, worth 106s. 8d. per annum, or that of Clerkenwell, worth 100s. per annum, were tolerably large establishments—though the windmills on the list seem throughout to be of much smaller value, none being higher than 30s., and the average being about 20s. per annum. Full details are obtainable from the excellent transcript of the Extent published by the Chetham Society, and need not be recapitulated here.

Ch. Soc., vol. lxv.

8. Templar Mills.

The special concessions first granted to the Templars in virtue of their original monastic status, and then passing to their successors the Knights of St. John, comprised toll freedom and hopper freedom at all king's mills throughout the kingdom; and freedom from compulsory soke at any mill whatever. Thus they and tenants on their estates were endowed with a tolerably valuable gift, in whatever part of the kingdom they might happen to be localised, if they had no mills of their own. On the dispersion of their order the lands of the Hospitallers reverted to the Crown, and were granted as manors to private persons, the above peculiar privileges still remaining attached to them; so that in modern time farms and houses were to be found in different parts of the country free from compulsory soke on the one hand, and possessed of a claim to grinding gratis at any king's mill on the other. It had been the custom of the Templars and Hospitallers to mark their buildings with the Templar cross; and so long as soke lasted various of these ancient emblems were carefully preserved or renovated on modern buildings standing on ancient Templar estates. The illustration shows one preserved as a relic upon one of a row of small houses in Templar Street, Leeds, and one or two others are to be found in the same town, and, we believe, in Bradford. At Newland-cum-Woodhouse, in the manor of Wakefield, on an estate

House with Templar Cross, Leeds.

II. OF MONASTIC MILLS.

8. Templar Mills.

described in the Court Roll of 1446 as of Curiā Prioris Hospital, the tenants in 1557 were ordered each of them to mark his house with a cross, "called a St. John's cross," under a penalty of 6s. for each offence: "Pena posit o'i'bus ten'tib et inhabitantib' ib'm q'd ponebunt una cruce illic sup domib' suis voc a St. John's crosse sub pena cuilib't sic indefect vj^{s}."

Rec. Man. of Wakefield, 352.

At York Assizes, March 21, 1787, the lessees of the king's mills at Leeds brought an action against John Peart for marking his house with a Templar cross without being entitled to do so, and illegally withdrawing his suit from the said mills. Peart pleaded that his house was in the manor of Whitkirk, and was parcel of the possessions of the late dissolved monastery of St. John of Jerusalem in England, the inhabitants of which, commonly called "St. John's men," were not bound to the plaintiff's king's mills, in proof of which he produced various verbal and written evidence. "The trial continued till after one o'clock, and next morning the jury, after waiting about ten minutes, gave a verdict for the defendant, by which the custom of exemption claimed—which is likewise claimed by the occupiers of all houses in Leeds within the manor of Whitkirk-cum-Membris—is now established." The plaintiffs moved in the King's Bench for a new trial, when it was stated that several of the defendant's witnesses were interested parties. Leeds Workhouse was supposed to be within the manor of Whitkirk, with its members, "and therefore such of the witnesses as were owners or occupiers of houses would be interested by the corn, grain, and malt used in the workhouse being ground with steel mills without being subject to multure." Leave was refused, the Court in delivering their verdict observing that "the rights claimed by the plaintiffs, the owners of the king's mills, were not to be favoured, being in derogation of the rights of the subject, and

Hist. Wakefield, Hewitt, 1862, 57.

they should expect full and clear evidence to support such claims; but in the present case the evidence was, on the contrary, full and satisfactory on the part of the defendant." The Wakefield Soke Purchase Act of 1853 expressly recognises the continuance of the exemption at that date: "Whereas the inhabitants of those parts of the said townships which were formerly in the tenure or possession of the Knights Templars or of the Hospitallers or Knights of St. John of Jerusalem claim to be exempt by reason of privileges to them especially granted from all liability in respect of all or any of the said alleged customs, and from all fines, multures, and penalties for any neglect or breach of such customs or any of them, and from all and all manner of soke, suit, and service pertaining to the said soke mills," &c.

Text, ch. XI.

CHAPTER III.

OF PRIVATE MANORIAL MILLS.

III. OF PRIVATE MILLS.

1. Toll and Hopper Freedom.

1. Of the smaller class of private manorial mills an excellent example is that of Ashton-under-Lyne, the customs of which are entered in the roll of that manor for 1399 and 1422. This mill was of no great size, but of considerable local importance, being the establishment of one of the most ancient and punctilious of the old county families, and directly managed on behalf of the residential lord. It may, therefore, be accepted as typical in its customs of the hundreds of private mills scattered throughout the shires at the close of the fourteenth century. There were two mills at Ashton leased by John-of-the-Edge at a rental of 16s. 4d. per annum, and worked at the ordinary average rate of toll. The Customs Roll sets prominently forth the important fact that John was bound to grind the lord's corn toll free and hopper free:—

Ch. Soc., lxxiv. 109.

> The free tenants and the tenants at will shall give the milner his service [their custom] at all times, as it has been accustomed aforetime always. If there be any default in the milner's service that may be proved lawfully [as against him], he shall be punished highly by the lord at his court as the law and the custom will, and as has been used aforetime. And the customs of the mill shall be kept: every man to keep his [rate of] grist [for toll] as has been used aforetime. And when the lord's corn come to the miln he shall put all men out of their grist, and take their corn out of the hopper if there be any therein; and his corn shall be ground next, before all men, when it comes to the miln, without multer or paying service to the milner, but as his lyst [if he likes] and curtasy to come to the said miln.

Referring to the custom at this manor, the historian Baines observes: "Nothing indicates more strongly

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1. Toll and Hopper Freedom.

the almost immeasurable distance between the lord and his vassals than these privileges: not only were the tenants required to grind their corn at the lord's mill on terms of his own prescribing, but when the lord's corn came to the mill the miller was to put all men's out of their grist and take their corn out of the hopper, that the lord's corn might be ground next before that of all men; and for this the lord made no payment to the miller but such as he list."

Hist. Lanc., ii. 545.

The nature of hopper freedom, in fact, was ever extremely peculiar. It is impossible, of course, to imagine the lord receiving any pecuniary benefit out of such a proceeding. Nor was time a great consideration. If the lord were waiting to provide food for an armed band of retainers on the eve of setting forth on a campaign, time may then have been a very great consideration. But when no such conditions prevailed, when the baker or cellarer of the manor merely dispatched a sack of grain to the mill to be ground for ordinary household purposes, no such considerations applied; and the order that on the arrival of such corn the hopper was to be cleared, waiting customers were to be pushed aside, and the lord's corn was to be ground and delivered at once—such an order could only have been devised to mark, as Baines says, the almost immeasurable distance between the lord and his vassals; and impress them with a due sense of standing respectfully by when his power and dignity loomed before them even at the corn mill. In those parlous days a great deal depended on the inculcation of a popular appreciation of all that was due to the rank and station of the lords; and there may possibly have been more meaning than we may now readily perceive in the stopping of the mill, the hurried clearing of the hopper, and the prompt

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devotion of the entire establishment and staff to the service of the lord on the instant of his corn appearing there. A century later, when Chief Justice Fitzherbert (author of the *Grand Abridgment of the Laws*) stated the custom, its imperiousness had been slightly toned down: the miller need not then clear the hopper, but was permitted to grind out whatever it contained before attending to the corn of the lord:

Boke of Surveying, 1538.

"The milner shall grind the lord's corn and malt next to the corn that is in the hopper, if any there be."

In 1544 occurs a curious case of the lord of a manor being deprived of his toll and hopper freedom. John Urmeston pleaded in the Duchy Court that he was seised of the manor of West Leigh, and he and his ancestors time out of mind had been accustomed to grind all grain which was spent (erroneously printed "sped") within the mansion-house of the said manor toll free and hopper free at the mill of Dame Tresham at West Leigh; but that Ralph Urmston, the present farmer, had refused to continue the privilege. The dame pleaded that the mill was not part of the manor; and as she seems to have inherited an ancient title to it without reference to the manor, John's claim was one of personal privilege only, which a new miller might terminate at his pleasure, as in this case he did.

Rec. Soc. Lanc. and Ch., xxxv. 201.

2. Privileges of the Lord.

2. The Ashton Roll raises the question of the lord paying for the grinding of corn used in his household. As a rule the lord did not pay, and the miller in such case, on entering upon his term, knew beforehand the liability he incurred. At Ashton the lord paid "as he list," and if he, "as a courtesy" or compliment to the miller, chose to patronise him. The lord's custom was, of course, always some public guarantee of the efficiency of the mill, if not of the integrity of the miller, and in that light was

2. Privileges of the Lord.

worth something. But the mere formality of a lord paying was unnecessary; and the ordinary stipulation in milling leases and grants was that the corn of the lord of the manor should be toll free, or as it is plainly put, for example, in a charter of 1257, mentioned by Du Cange, "Retento jure coquendi panem sine fornagio & molendi bladum ad opus sui & familia sua sine molitura"—"Reserving the right to bake bread without paying oven fees; and to grind corn for his household without paying multure." In the sixteenth century Fitzherbert enunciated the doctrine, "The milner shall pay by the year 20s. at the times usual, and shall grind the lord's corn and malt free." And so it remained, the lord's corn being always ground free, the expense of course being duly considered and allowed for in the terms of the lease.

Du Cange, Molendm.

Boke of Surveying, 1538.

A matter of very considerable importance on all manors was the power of the lord and mill-owner to compel tenants who bought corn outside the manor to have it ground at his mill, not at any mill outside the manor. When soke restrictions became hurtful and irksome, it became a common practice for tenants to avoid going to their own manorial mill at all, buying their grain and having it ground elsewhere. By most ancient charters they were forbidden to carry their grain outside the manor to be ground; but comparatively few charters contemplated bringing grain ready ground into the manor, and of this omission discontented tenants were not slow to avail themselves. In those manors where the charters did take cognisance of the custom it was impossible to import flour and meal. At Ashton the lord was empowered to prevent it, and the custom as well as the evasions practised by the tenantry are duly set forth in the roll, which will be found quoted in connection with the entire subject of soke in another chapter.

Text, III., ch. IX.

CHAPTER IV.

OF OWNERS AND LESSEES.

IV. OF OWNERS AND LESSEES.

1. Proprietary Shares.

1. As in the time of Domesday so throughout the Middle Ages shares in mills were of very ordinary occurrence. In Cheshire in 1216 Thomas de Clive granted to Robert Grossovenator "all his part of the mill of Clive, viz. the one-sixth part, except the street called Reed Street"—"salva via qui vocatur redestreete." Clive therefore sold or otherwise disposed of his share of the mill, except as to the grinding for the one street, in which no doubt his own tenants resided; and the general holding in the mill was thus subdivided into six shares, less the soke of Reed Street, which Clive retained. Various milling actions tried in the reign of Edward I. refer to conflicting interests between partners in mills. The earliest occurring in the Hereford Iter, 1292, is of no special interest:

Helsby's Ormerod, iii. 214.

Year-books of Edward I.

"A certain A holds in dower a third part of a mill, and brings a writ of entry against B and C, owning the other two parts, demanding the mill by one præcipe only. This was the argument:—*Howard*—'Sir, they suppose by their writ that we hold the mill jointly; but we tell you that A holds in dower the third part, and that B and C respectively know their separate shares in the said mill; and thus there ought to have been three præcipes.' *Tiltone*—'You cannot say the mill is divided between you.' *Howard*—'What of that? It is sufficiently divided, since each one knows his share in the mill, and thus he, A, can have a separate action against each of the three. Judgment

1. Proprietary Shares.

[accordingly]"—from which it appears that each of the co-owners owned a distinct part of the structure of the mill, as, for instance, the wheel or the stones or the building.

A more instructive case is one in which, in 1306, the prior of Lancaster comes on the kaleidoscopic scene, this action affording evidence of the custom of the soke of a town being divided between the king and other millers: "The prior of Lancaster against John, son of Peter, *re* suit to his mill in Lancaster, of all corn baked or brewed in his house, to wit, wheat, &c., to the twentieth vessel. *King* [advocate for the defence]—'Edmund Earl of Cornwall gave us the mill and the suit, and the king confirmed it; and we are thereby seised, and so was our predecessor, in and by this deed.' But the charter said 'the mill' only [not specially mentioning the exclusive soke]. *Malmesthorpe*—'The king has a mill in the town, but so also have other persons, to which we are accustomed to go at our pleasure to grind our corn, as well as to the prior's mill; and so he is not seised except at our pleasure.'" The king's mill, therefore, owned only that part of the soke of the town which remained after the other mill and its share of the soke had been granted away.

In 1329 the prior of Lancaster suffered a somewhat severe litigious experience. In December 1256 Roger, son of Vivian de Heysham, had granted to the church of St. Mary at Lancaster and the prior and monks there all the third part of his corn mill and the third part of his fulling mill at Caton. Half a century later a John de Caton had repudiated the monks' ownership of the third part and passed it into the possession of John de Lancaster, of Hollgill, knight. As a consequence of this alienation litigation ensued, the records of which were only made

Lanc. and Ch. H. Soc. Trans., vol. xxvi.

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1. Proprietary Shares.

by the monks in their chartulary, now preserved in the British Museum. Sir John of Hollgill, it seems, had put his son and others into possession by lease or grant, whereupon the newly appointed prior Ralph began the battle: "The King to the Sheriff of Lancaster, greeting. Command William Wyther and Mary his wife; William, son of John de Lancaster, of Hollgill, knight, and Alina his wife, and Agnes sister of the same Alina, that justly and without delay they render to Ralph, prior of the church of the Blessed Mary of Lancaster, the third part of a mill in Caton, which he claims to be the right of his said church; and into which the same William, Mary, William, Alina, and Agnes have no entry—except after the disseisin which John de Caton therein unjustly and without judgment did to John, formerly prior of Lancaster, the predecessor of the aforesaid Ralph, prior. And unless they do it, and if the aforesaid prior shall make you secure for prosecuting his claim, then summon the aforesaid William, Mary, William, Alina, and Agnes, that they be before our justices at Westminster in three weeks from Easter Day to show cause. Witness ourself at Westminster, 30th day of October, in the third year of our reign [1329]." The defendants put in no appearance at Westminster, probably knowing their defence was valueless. The judge was John de Storior, and he took his seat on the bench to hear the case on January 27, 1329–30: "And they did not come. And heretofore also they made default here in the fortnight of St. Michael last past, after they were essoined. So it was then commanded to the sheriff that he should take the aforesaid third part into the hand of our lord the king; and that he should summon them again, that they should be here to-day, to wit, fifteen days following the day of St. Hilary. And the sheriff

now testifies that he summoned them. Therefore it is considered that the aforesaid prior should recover his seisin thereof against them by default; and William and Mary and the other defendants are in mercy. But let execution stay, because there is a doubt of fraud therein between them arranged against the Statute of Mortmain."

Even a prior as mill-owner was not exempt from that suspicion of fraud which seemed to haunt every mill in the kingdom; and accordingly the next step was the issue of a writ by Justice de Storior in the name of the king to probe the matter to the bottom: "Know you that the prior . . . has recovered his seisin of a third part of the mill of Caton. . . . And because there is doubt of fraud thereupon between them arranged against the Statute of Mortmain, we order you that you do cause to come before our Justices at Westminster during Easter fortnight twelve as well knights as other free and lawful men of the vicinage of Caton, of whom each has 100 solidates of land, tenements, or rent at least, by whom the truth of the matter can be better known and inquired into, and who have no relationship to the said prior, to recognise upon their oath what right the aforesaid prior has in the aforesaid tenements, and which of his predecessors was in seisin thereof by right of his church aforesaid. And in the meantime do you take the aforesaid third part into our hand, so that neither of them lay hand upon it until otherwise you have order from us; and do you answer to us for the issues [multure] of the same at our Exchequer. And do you cause the chief lords, mediate and immediate, to know that they may then be there to hear that jury if they shall wish. And do you have there the names of the jurors and their lords to whom you shall make known this writ. Witness

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JOHN DE STORIOR, the 18th February, fourth of our reign [1330–31]."

The jury duly appeared, no doubt together with as large a sprinkling of Lancashire landlords and mill-owners generally as could reach Westminster to hear the important trial. But they were doomed to disappointment; for the case having been formally opened on April 22, 1331, was adjourned till one week after the following Michaelmas, unless "Justice Travers shall first come on Saturday, the morrow of the Nativity of the Blessed Virgin Mary [September 8], at Lancaster, by default of right because none come. Therefore let the sheriff have their bodies." The prior put in an appearance at Lancaster Assizes in the iter of Justice Travers, and conclusively proved both his right to the mill and his entire freedom from collusion of any kind. Edward III. settled the protracted litigation in another writ to the sheriff of Lancaster, dated December 6, 1331, setting forth that the prior had first recovered his seisin before the Justices at Westminster by default of the defendants, and that there was "no collusion between them made beforehand, as by a certain finding before our trusty and well-beloved John Travers, taken at Lancaster, was proved," and that therefore the said prior was to have possession without delay. The sheriff, whose name now appears as John de Denum, finally wound up the business by a writ to the bailiff of Lonsdale: "On behalf of the lord the king I command you that you cause the same prior to have full seisin of the aforesaid third part, with the appurtenances, without delay; and do thou take care of this."

A French ordinance of St. Louis in 1270 quaintly formulated the respective responsibilities of partners for their efficient equipment and maintenance of mills:—

1. Proprietary Shares.

Les Estab. de St. L. Roy, art. 106.

Se aucuns avoient moulin parconnier* & il fausist meubles en ce moulin ou autre chose, parquoi il ne pust moudre, il doit venir à celuy qui y a part, & li doit dire "Il faut en vostre moulin moüille, mettez y vostre part," & se il dit "Je n'y mettrai rien; je ne puis," & apres il li doit outre si montrer pardevant la Justice: & se il dit "Je n'y vuet plus mettre," cil puet bien faire assetier le moulin, il aura toute la mouture & l'une partie & l'autre, jusqu'à tant que il aura rendu sa partie des couts & des dépens, ainsi recevra toute la mouture sans conter: & se il le faisoit assetier sans l'autre semondre, il ne feroit que rendre l'argent tant comme il auroit cousté par parties, & diroit par son serment, & compteroit ce qu'il en auroit reçû de la mouture en payement: & se il en avoit eu plus que li coustement ne vaudroit, il rendroit le surplus.

If certain persons hold a distinct mill in common, and this lacks equipment or plant or anything necessary for the working of the mill, one should go to his partner and say, "Such and such a thing is lacking in your mill, contribute your share of the cost"; and if the other answers, "I shall supply nothing more, I cannot do so," the first should afterwards bring the matter before the Justice. If the other then say, "I do not wish to supply anything more," his partner may put the mill into good order, and shall receive the whole of its multure, both his own share and that of his partner—without even accounting for it to any one—until the other shall pay his share of the costs and charges. But if the repairs be undertaken without the partner being advised and summoned to share in the cost, then the expense shall be shared between the parties, and the first shall account upon his oath for the multure he receives; and if this exceeds his share of the cost, then he shall render up the surplus.

Thence originated many local customs intended to maintain the interest of all milling partners in the efficiency of their establishments:—Anjou (art. 20), Le Marne (art. 20), Bretagne (art. 374)—"When a mill is common between two or more persons, if it is necessary to supply a stone, a wheel, a pulley, or make any other reparation necessary for the working of the mill, one of the said persons may summon the others to contribute towards the cost: the summons being issued, if they do not appear or put the affair off, then he himself may get the reparation done, and shall receive all profits of the mill until the proportionate cost of the repair be recouped to

* Literally a park mill—the mill within the prescribed bounds of the manorial estate. The same term is found used in relation to the manor of Wakefield in the compotus of 1391.

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1. Proprietary Shares.

him. But if he undertake the reparations without summoning his partners to participate in the work, then the latter shall truly pay their share of the cost, but shall not forfeit their quota of the profits of the mill." The customs of Bayonne (arts. 4, 5, 6, 7) enact a similar but more formal procedure: "The party desiring the repairs to be made should summon his partners to share in the cost: if they refuse, he should undertake them himself. And if his partners are in town, he should summon them to see the same and to agree to his arresting the profits of the mill in payment. If they are out of town, or delay, or refuse to come, then he should obtain an order to arrest the income of the mill under the supervision of two persons appointed by the mayor, leaving the said order with them. This done, he shall pay himself by his own hands out of the toll of the mill the sum he has supplied for the reparations, reckoning the grain at eightpence and the meal at fourpence below its current market price, until he be entirely recouped of the sum he has advanced."

2. Repairs.

2. Mills differed from most other private property in that, while with regard to the latter its maintenance and repair were matters of no concern to the public, the maintenance of mills in working order was a matter of direct public interest. Thus did it early come about that a manorial lord who chose to permit his mill to fall into disrepair and become useless was deprived of right of action against his tenants for going elsewhere. For example: In 1256 Adam de Bury, owner of the manorial mill at Bury, Lancashire, having had a dispute with Adam de Haselum and Roger de Noteho regarding the latter grinding at the mill, a final agreement was made that they should do so and pay the usual toll (one-twentieth), but that if the mill should fall into

Lanc. Fines (L. Rec. Soc.), Farrar, 1899, 120.

2. Repairs

decay by default of the lord of the manor or otherwise, and they should not be able to grind there, then they should send their grain to be ground where they pleased, without paying multure to the said lord. If a mill remained prostrate long enough to establish a custom for tenants going elsewhere, he might, however, on its restoration, compel them to return to him again. The general rule was that the lord should maintain the structure complete in all its parts (the French custom regarding partners has already been stated), and the miller should keep it in repair, he being usually afforded timber free for the purpose. The terms of leases differ very much, however, as to repairs. The ordinary form of lease was of the character of the first we are about to cite—that of Townsend Mill, Liverpool, granted by Edward IV. in 1462 to William Leyland and Robert More, which contains the clause:—

Et p'dci Willūs & Rob'tus sustenabunt & repabunt sumptibȝ suis pprius & expeñ dcm̃ molendinū in omnibȝ p't': et p'dcus Dñs Rex inveniet grossum maeremiū p repacoē ejusd̄m in parcis de Toxstath & Croxstath ac bosco de Symondeswode p'cipiend⁹ p delib'acō̄em officiar̃ ibm p tempe existeñ: et illud in finē dcī tmini sufficent̄ repa⁹ dimittent. Text, Vol. IV.

The said William and Robert shall sustain and repair the said mill in all things pertinent at their own proper costs and expenses: the said lord the king shall find great timber for the repairs of the same in the parks of Toxsteth and Croxteth and Symondswood, by the view and consideration of the foresters there at the time: and they at the end of the said term shall deliver up the mill in sufficient repair.

A lease of the same mill to Thomas Banke in 1557 stipulates:—

And more ov̄ y^e said Thomas Banke doth couenñte & graunte to & with y^e said Thomas Eves & John hyghtoller by these p'sents y^t he y^e said Thomas Bancke his ex^rs & assignez shall & wyll well & substancially ffrom tyme to tyme during all y^e said terme of xvj yers upon his & thair alone ppr costs & charges reparell sustene buyld & kepe up y^e said wyndy mylne & ev̄ pt therof: and do leave y^e said mylne wt hit apptiñces at y^e end of y^e said terme well & substancyally repairelled & upholden in all things: pvided alwayes

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yt yc said Thomas Banke his exrs & assignes shall not be charget to ffynde & delyv at yc end of yc said terme saleclothes pycks ne crotte of corne as yc same are yc ppr goods of yc said Thomas Banke.

2. Repairs.

The king's mills of Ardee, Ireland, were rebuilt, as already related, by order of Edward I. in 1303, and in the following year were leased, the stipulation as to maintenance being that "the said Adam and John shall repair and construct and sustain the said mills at their own proper charges and expenses during the said term. The lord the king shall provide and carry structural timber, cut in the forest, for the two mills within the town of Ardee, and for the constructive work of the said mills now in hand shall requisition carpenters, who shall be paid [by him] for their work. And the said Adam and John at the end of their term shall deliver up the two mills in the town in a better state than they are now by the value of 60s. [the three mills being rented at £10 13s. 4d. per annum], and the mill outside the town in as good a state as it now is." In 1390 we find a warrant of Richard II. directed to his forester at Mara, Cheshire, to deliver two oaks for the repair of Frodsham Mill, and a cartload of wood for "cogges and ronggs" or floats, for the water-wheel there; and many such warrants and leases might be cited in evidence of the ordinary terms of the contract.

Text, ch. I., § 2.

Ormerod's Cheshire, ii. 49.

One of the most common causes of injury to the small and crude mills of those early days was experienced in the winter floods, and for repairs thus necessitated the owner sometimes agreed to be responsible; but the custom was very variable. In 1379 Edward, Prince of Wales, in his lease of Northwich Mills to Richard de Stafford, stipulated that if "wholly destroyed by floods" they should be rebuilt at his expense, though all ordinary repairs should be at the expense of the lessee, who would be provided by the king with necessary timber free.

Ibid., ii. 49.

Dee Mills, Chester, in 1289 were held in lease from Edward I. by Richard, the king's engineer, who claimed damages caused by various floods, the king sending a writ to his justiciary at Chester to "diligently inquire what amount of loss and damage has been caused to the said Richard, and whether he be to blame in the matter"; and this being followed by the finding of a jury that the mills had several times been damaged by the floods, the loss to the lessee being £154, which no doubt in due course the king ordered to be paid. A lease of these mills granted by Edward III. in 1356 sets out the general conditions of maintenance tolerably fully, though the reference to floods seems to take cognisance of the causeway or dam of the mill only: "The king shall grant timber from his woods and forests by view of his foresters or carpenters sufficient for wheels, cogges, rungs, sheldes, ladles, and other necessaries of timber whatsoever for the same mills during the said term. The aforesaid Lord Edward shall also at his own proper cost make anew all the wheels of the aforesaid mill and other necessaries that shall be required, and shall find sufficient stones for the mills, and shall sustain the mills in great timber. The lessees to provide all else required in the working at their own proper cost, and to deliver up the mills in as good a condition as when delivered to them. The king also to sustain the causeway in the river, and if the said causeway be damaged the lessee not to be chargeable with the damage from misfortune by rage of water." About 1302 Henry, son of Robert de Frodsham, leased Frodsham Mill to William, Lord of Hellesby, the said William to "keep in reparation the said mill, and if the pool be broken it shall be repaired at the common charge of both."

Text, Vol. IV.

Ormerod, ii. 71.

Thus, as a rule, the miller was free from liability

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2. Repairs.

to make good ravages caused by floods, and by that other great devastator of those days, war. But this again was determined by the varying terms of leases. In 1303 a miller who sought to compel the owner to repair a mill destroyed in some raid lost his case on account of having signed a lease stipulating that he should leave the mill in as good a state as when he took it: "A man demanded arrears of rent for a mill leased from him for a term of years. The defendant said the mill was burned by the Scots, and consequently he ought not to pay the rent. The same plaintiff then brought also a writ of covenant [the lease] respecting the same mill, stating that the defendant ought to have left the mill at the end of the term in as good a state as when he entered upon it. The defendant gave the same answer as before. Whereby he [the defendant] was bound, without exception." Dublin Castle Mills, in 1320, afford another instance of damage in war. The two lessees in that year entered in the Irish Exchequer a heavy claim against Edward II., including toll unpaid for grinding grain for Roger de Mortimer, Viceroy, and for the Justiciary and Treasurer, for mill horses seized, and for loss of multure owing to the mills being damaged. On this last they claimed ten marks (£6 13s. 4d.) "for loss of multure at one of the said mills during an entire year [1316], when the receipts therefrom were not more than 35s., on account of the sluice of the dam being obstructed in the common wars then prevailing in this country between the Scotch and the Irish, and remaining obstructed for that year or more." Another ten marks they claimed for loss in the following year, "when the mill lay broken and prostrate for eighteen weeks, so that no profit was made during that time, except, in one way or another, 40s." An inquisition

*Year-books of Edward I.

Text, Vol. IV.

being held, they were awarded the twenty marks claimed, less the sum of £3 15s., which the mill had casually earned.

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Lords or owners of mills, being thus responsible to their millers for keeping the structures in good condition, duly provided the materials, but frequently requisitioned the labour of general tenants for performing the work. This, indeed, was one of the most ordinary customary services entered upon the rolls of manors. The hallmote regulations of the prior of Durham in 1369, already mentioned, not only ordered all the inhabitants of the prior's manor of East Merrington to carry stones to the mill before the next court day (in a month's time), but also to "repair the mill in all things necessary before that day." At Ramsey Abbey in the fourteenth century it was entered on the customs roll that, "if the foundation of the lord abbot's mill at Aylingtone or the adjoining pool be injured by floods, the labour of all the tenants will be required to repair the same the first day; and if not sufficient in that time, then continuously from day to day till the mill or pool be restored as they were at first." This was the usual regulation at all manorial establishments, and no doubt the miller himself had to take his share in the labour like the rest. In the Ampney lease of 1263 it is stipulated that the miller and his wife, joint lessees of the mill, should perform all the services that were rendered by tenants holding six acres; while at Ramsey we have an actual case. It is there stated in 1255 that one Simon the Merchant held a croft in Pekesdene Manor for which he paid twelvepence per annum, together with the Fulstyng-pounde halfpenny on St. Andrew's Day and five eggs at Easter; being also expected to assist in hoeing and

Cart. Ram., doc. ccxxvii.

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reaping six days in the year and in the repair of the mill and pond of the monks, which was let to one Richard; while a reference to the liabilities of Richard Molendinarius exhibits him as "performing the same services as Simon," and therefore assisting in the repair of his mill.

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Cart. Ram., doc. ccxxvi.

Like other compulsory services inflicted upon tenants, this responsibility of assisting in the repair of the manorial mill was at times to be got rid of for a consideration. In the following document we have exhibited the representative burgesses of Elgin meeting the monks of the priory of Pluscardyn in St. Giles's churchyard in 1272, and purchasing an exemption of the townspeople from their liability to repair the monastic mills of Elgin, the consideration being a plot of land given to the monks:—

Pluscardyn, Macphail, 1881, App. 210.

Noverint omnes hoc scriptum visuri vel audituri quod cum mota esset controversia inter Priorem et conventum de Pluscardine ex una parte, et burgenses de Elgyn ex altera, super servicijs debitis ad instauracionem et reparacionem molendinorum suorum de Elgyn et stagnorum de terra prepositure de Elgyn quam dicti burgenses tenent ad feodamfirmam de domino Rege sic demum inter partes facta est finalis convencio anno Domini millesimo ducentesimo septuagesimo secundo die Sanctj Nicholaj episcopi sub hac forma, videlicet:—

Quod dicti burgenses ex consensu et assensu communi omnium et singulorum precipue Adami filij Stephani et Patricij Herocis, tunc temporis prepositorum de Elgyn, Hugonis Herocis, Thome Peyne, Andree Viss, Mathei Blac, et alterius Willelmi Blac, filij quondam Simonis Herocis, unacum dictis Adamo et Patricio prepositis terram dicte prepositure de Elgin tunc temporis tenendum reliquique tocius vulgi eiusdem civitatis dicto die super hoc in cimiterio Sancti Egidij congregati dederunt et concesserunt pro se et heredibus suis et hoc presenti scripto in modum cyrographi confecto confirmarunt Deo et Beate Marie et Sanctis Johanni Baptiste et Andree Apostolo et Fratribus in domo de Pluscardyne Deo servientibus et imperpetuum servituris.

Totam terram illam que die huius finalis convencionis interiacebat duobus molendinis suis de Elgyn aquis omni ex parte circumdata que etiam eodem die erat de terra dicte prepositure cum omnibus libertatibus et asiamentis infra dictam terram pertinentibus vel pertinere valentibus: tenendam et habendam dictis Fratribus et eorum successoribus, &c., pro quieta scilicet clamacione serviciorum que dicti Fratres ad reparacionem et instauracionem dictorum

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molendinorum suorum et stangnorum de terra dicte prepositure a dictis burgensibus ante diem huius finalis convencionis exigebant. Salva semper eisdem Fratribus et eorum successoribus integre consueta multura quam dicti burgenses eisdem Fratribus exhibebant de terra dicte prepositure. Reddendo tantum annuatim dictis burgensibus et eorum heredibus per manus cuiusdam tenentis dictam terram duodecim denarios ad duos terminos medietatem scilicet ad Pentecoste et aliam medietatem ad festum Sancti Martini in yeme pro omnimodis servicijs auxilijs consuetudinibus exactionibus et demandis que aliquo tempore per quemcunque vel per quoscunque exigere poterunt de dicta terra dictis Fratribus data et concessa. Hec autem datio et concessio a dictis burgensibus dictis Fratribus facta est salvo scilicet situ molendini heredum de Duffus in dicta terra. Preterea si dicta molendina a dictis Fratribus qualicumque excambio ad dominum Regem redierunt dicta terra ad dictos burgenses sine omni cavilacione et excepcione redibit prius tamen salvis dictis Fratribus expensis suis positis in edificijs et alijs huiusmodi infra dictam terram. Dictis Fratribus imperpetuum warrantizabunt, &c.

Et ad hec omnia fideliter et integre observanda utraque pars iurisdictioni Episcopi Morauiensi se obligavit ut liceat eidem Episcopo quicunque pro tempore fuerit per omnimodam ecclesiasticam censuram ad observacionem omnium prescriptorum partem compellere negantam. In cuius rei testimonium illi parti huius scripti in modum cyrographi confecti que manet penes dictos Fratres appositum est commune sigillum de Elgyn illi vero parti que est penes dictos burgenses sigillum dictorum Fratrum est appensum.

Be it known to all who see or hear of this script. There being dispute between the prior and convent of Pluscardyn on the one part, and the burgesses of Elgin on the other, respecting the services due for the restoration and repair of their [the monks'] mills at Elgin, and the pools on the common lands of Elgin, which [lands] the said burgesses hold in fee-farm under the lord the king, a final agreement is now made between the said parties on the day of St. Nicholas the Bishop [December 6], 1272, in the following form:—

The said burgesses, by consent and assent of each and all of them—particularly of Adam, the son of Stephen and Patrick Heroc, the present bailiffs of Elgin, Hugh Heroc, &c., together with the said Adam and Patrick, the present bailiffs of the aforesaid common lands of Elgin, acting on behalf of the entire remainder of the burgesses of the said town, and being now assembled on the said day in the cemetery of St. Giles—have granted and conceded for themselves and their heirs, and by this present writing, made in the form of indenture, have confirmed to God, the Blessed Mary, St. John the Baptist, Andrew the Apostle, and the Brethren of the House of Pluscardyn now and in perpetuity servants of God there:

All that land which at the date of this final agreement intervenes between their two mills of Elgin, together with all the adjacent water which on the said day appertains to the said common lands, together with all liberties and easements in the said lands that appertain or should appertain thereto: the said brethren and their

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successors to have and to hold the same in quitclaim of services which previous to the date of this agreement the brethren have exacted from the burgesses for the repair and restoration of their said mills and pools on the common lands. To the brethren and their successors shall continue to be rendered all the usual multure which the burgesses have rendered to the said brethren arising from the said common lands; and there shall be annually paid by the burgesses and their heirs to the brethren and their successors by the hands of some tenants of the said lands twelvepence at two terms—viz. one half at Pentecost, and the other half at Michaelmas in Winter—in lieu of all manner of services, aids, customs, exactions, and demands which in respect of the said lands now given and conceded could at any time or in any manner accrue to the said brethren. It is also agreed between the burgesses and the brethren that the site of the mill of the heirs of Duff in the said land shall not be affected by this compact. Furthermore, if the said mills by any exchange revert from the brethren to the king, the said land shall be restored without cavil to the burgesses, save as to the expenses of the brethren in the erection of buildings or in other undertakings on the said land.

And to the end that this agreement shall be faithfully and fully observed both parties submit themselves to the jurisdiction of the Bishop of Moray, so that it shall be lawful for the said bishop, whoever for the time being he may be, to enforce by all manner of ecclesiastical censure a full observance of the whole of the foregoing on either party denying the same. In witness whereof that part of this script, made in the form of indenture, which remains in the custody of the brethren is stamped with the common seal of Elgin, and that part remaining in the custody of the burgesses has appended to it the seal of the Fraternity.

While some millers were thus held bound to maintain and repair their mills (except regarding damage by floods or war), many were free from any such responsibility, except for damage caused by their own neglect. A very fair instance of such an arrangement appears in the lease of Pittyngton Mill to Adam Gell by the prior of Durham in 1383 for a term of six years, at a rental of 56s. per annum for the first three years and 60s. per annum for the second three. The deed recites that "the lord the prior shall sufficiently repair and sustain the mill, according as anything may be lacking; but if it happen that the said mill be deteriorated by any defect for want of looking after,

Surtees, Pubs., lxxxii. 181.

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then the said Adam shall amend and repair the same at his own proper cost." The same point is raised in a case heard in 1303, of which, however, only a fragmentary report remains: "In a Writ of Waste *Herle* said—He has counted that we have committed waste, and he has not mentioned whether it is a windmill or a watermill. Also, you have counted that we have wasted and destroyed a mill; and you have not assigned how it was wasted, whether by breaking down and carrying away the timber, or whether it was burned by our negligence, or whether it was carried away by a flood. Judgment was therefore claimed, but the count was adjudged good. *Willeby*—Sir, there was a dam at the mill attached to another person's land, and it was carried away by a flood, and we could not attach another dam without his permission; but as to the mill there is no waste done."

Year-books of Edward I., iii. 448.

The general tenor of these leases—varying in different parts of the country—seems somewhat analogous in fact to ordinary leases of property in the present day, among which we find in some places, London for example, property let on repairing leases, while in others, as in Lancashire, the tenant is protected by the saving clause of "reasonable wear and tear excepted." At the same time the terms of the present-day bill of lading exempt a ship-owner, as anciently some leases exempted the miller, from recouping damage caused by "the act of God, the Queen's enemies, pirates," &c. Still, curiously enough, Justice Fitzherbert, in the time of Henry VIII., lays down as a matter of law and custom one phase only of the several varying conditions of the tenure of mills which we have found in common operation. He says: "The lord shall find all manner of timber and ironwork and

Boke of Surveying, 1538.

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board and nails, and bring them to the mill; and the miller shall nail up the boards, make the shafts and sail-yards, uphold and re-parell the spindle, the rind, the mill-pikes, the sail-cloths, and cog and rung at his own proper charge." But practically every one of these details, which are here levied upon the miller, we have seen in the leases already quoted frequently done at the sole expense of the owner of the mill.

To the present section may be appended one or two examples of fatalities at mills during repairs which are to be found in the ancient records. The assize rolls of Northumberland, among other fatalities at mills, contain, under date 40 Henry III. (1256), the entry: "Robert the miller, wishing to oil the wheel of a certain mill, was crushed under the said wheel, so that in three days he died. No one may be suspected of causing the fatality. Verdict, misadventure. The price of the wheel (precium rotæ) is twelvepence, for which the sheriff should respond.*

Surtees, Pubs., lxxxviii. 116.

An instance of a miller repairing his mill of his own free-will, but with unfortunate results, occurs in the finding of a coroner's jury at Aylesbury Manor in 1499, which as a curiosity may be quoted: "The jurors present that Richard Boosey, of Aylesbury, baker, who held of the lord his windmill there by grant of Thomas Earl Ormond,

Archeologia, l. 94.

* The "price" of the wheel was the fine levied upon it for causing death. In 7 Edward I. (1279), in the same rolls, it appears that Richard, the son of Alexander de Monchton, was killed under a mill-wheel, the "price" of the wheel in this case being 2s. 6d.; and that Agnes, the wife of William Molendinarius, fell in a certain pit and was killed, the "price" of the pit being 6s. The levy, even in cases of accidental death, was one which had prevailed from early Saxon times, when the "saraad" of the person killed was the equivalent of the later "price," and varied according to the status of the person killed.

The Scotch *Regiam Majestatem* of the fourteenth century, in a passage already cited, lays down the then new principle in law, that if a man were drowned under a mill-wheel the latter could not, in law, be held culpable, "for it is ane dead thing and may do na fellany," and could not be escheated on account of any fatality.

Text, II. 91.

lord of the manor, for a term of years not yet expired, did during the said term take upon himself to make various repairs appurtenant to the mill at his own proper cost and charge. They say that the said mill was and is ruinous for want of repairs—that is to say, for lack of 'ramming clay' for the foundation: on which account Richard, purely of his own voluntary action, on the 20th of December, before the feast of Christmas now passing, directed certain of his servants, viz. Edward Johnson and Roger Wear, to dig clay called ramming clay—fodere lutum vocatum rammyng clay—in the public way called Bierton Way, within the jurisdiction of the manor, and on the southern side of the said way, for the repair of the mill. The said servants, in digging the clay which they took to the mill, made a pit 10 feet long, 8 feet broad, and 8 feet deep, which, owing to floods from heavy rains, was filled with water. The public road was 23 feet distant from the northern edge of the pit, and 3 feet from its eastern edge. Richard Boosey had no injurious intention or malice prepense towards any one in making the said pit, but did so for the sole purpose of repairing the mill, not knowing at the time of any convenient place for obtaining clay, suitable for repairing, excepting only there. They also say that John Walker, of Aylesbury, glover, having been staying at Leighton Buzzard at the market there, was coming to Aylesbury on the Tuesday before Christmas Day after the market had finished—viz. at between six or seven o'clock in the evening—when he fell into the said pit, and was drowned. It was a question whether he was drowned while riding or while following his horse; but in any case both John and his horse were drowned, the horse being laden with a certain burthen called

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glover's panniers, containing fringed cloths—quandam sarcinam vocatam glover's panyars cum cirotecis in eisdem incluses. The day following—viz. on Christmas Day—certain inhabitants of the town of Aylesbury, being told of the manner of the death of John by Richard, who had found him in the pit, discovered him there drowned, his cloak floating apart from the body, and his stick lying beside the water. They say and believe that the said John, following his horse, which first fell in the pit, and attempting to rescue it, fell therein, and was drowned by pure misfortune, and this was not by any malice or premeditated design of the said Richard."

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3. Accounts of Royal Bailiffs.

3. The compotus of the receiver for the king's lands in Yorkshire in 1342, and again in 1391, affords, among other similar accounts incidentally quoted in this work, a tolerably clear idea of the nature of the repairs which were undertaken by the owners of mills, as well as of the cost of labour and materials at this period:—

Hist. Wakefield Rectory Manor, Taylor, 1886, App. liv, passim.

1342. Paid to Henry the Quarryman, for repair of the mill-pool of Horbury, broken and carried away by water, £6.

Repairing the outside wheel of the mill of Thurstonhaugh, and providing new floats, 7s.

Repairing the old mill of Wakefield; boards and nails bought for the same, 16d.

One cart for carrying stones for the repair of the mill-pool, with picks bought for the purpose, 6s. 8d.

Clearing the pools of the mills of Soland, Saltonstall, and Warley, for conveying the course of the water as far as the said mills; repairing the sluice (fusillo de la rive) of the watermill at Warley, with two iron picks or spikes bought for the same, 2s. 10d.

Repairing the top of the iron sluice in the bank at Rastrik Mill; five iron picks and other iron bought for the same, 17d.

Repairing and restoring the coverings of the said mill, 13d.

One beam-shaft of maple wood (j acri molendini scapuland), obtained from the forest there; carrying and fixing same in the mill of Fishlake, 3s. 6d.

One yard-arm (j virga p. velis) for the sails of the said mill; fixing the same and carriage from the forest of Clonmes to the mill, 18d.

One iron stock or staple (j coddo ferr.) for the same windmill,

made from the old stock; two iron picks or spikes bought for the same, and clothing the sail-wheel, 2s.

1391. Wages of three carpenters employed upon certain fallen oak in the old park of Wakefield for piles (wraghes); also making the same for a certain weir on the east side between the watermill of Wakefield and the bridge there, where the flow of the water had carried away the foundation of the mill; also fastening and fixing the said piles and two balks of timber (balkes) there; five days each man receiving 4d. per day, 5s.

Wages of two men working there upon the foundation of the mill and making the timber weir, each three days at the above rate, 2s.

Thomas Cliffe and John Bridge, quarrying stones and fixing the same with clay (lute and mailghon) into the said weir, as per agreement engrossed, 6s. 8d.

One cart carrying the said stones and timber from the quarry and park to the mills, as well for making the above-mentioned foundation [on the east side] as for repairing the foundation on the west side next the mill-race (gote), and for repairing the cogs (gogges) of the said mill; eight days at 16d. per day, 10s. 8d.

Wages of two men loading and unloading the said cart, five and a half days at 4d. each per day, 3s. 8d.

Wages of two men sawing plank-boards (plaunchurbord) for putting within the said mill and pool, 4s.

Wages of three men fashioning and fixing the said plank-boards, three days at 4d. per day each, 3s.

For working certain oak wood and fashioning trundles or floats therefrom for the said mill, and a saw for the same, as per written agreement, 5s.

Similar extracts from the king's receivers in Scotland at the same period are also of interest. David Scot, provost of Montrose in 1329, accounts for receiving on behalf of the king during the year £17 4s. 7¾d., and paying £6 2s. 8d., and says: "The balance of £11 1s. 11¾d. remains in the hands of the receiver for the erection of the mills of Montrose, according to the calculation for the same made with him on behalf of the king's chamberlain." At Perth in the same year, 1329, the provost of Perth paid on behalf of the king £6 13s. 4d. for the "construction of the site" of the mills of Perth, being that part for which the king was responsible, "as to which let there be an inquiry by the chamberlain on his itinerary." The king's chamberlain of Mar and Garvioch in 1468–69 was under an

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3. Accounts of Royal Bailiffs.

obligation to have built no fewer than six mills; and as only £16 was applicable to the undertaking, the matter proved one of some temporary financial embarrassment. His accounts include: "[1468] £10 rentals from the tenants of the county of Garvioch. And be it noted that the receiver does not debit himself with £16 received in addition to the said £10 from the rentals of Garvioch, inasmuch as he is obliged to erect and construct six mills in the said county, which cannot be done at lower than that amount; therefore, if he do not construct the same, he will debit himself with the £16 in his next account. [1469] Be it noted that the receiver does not debit himself with £16 rents of Garvioch remaining in his hands for the construction of six mills till he ascertain if he can construct the same."

Hist. Ag. and Prices, Rogers.

With the foregoing items of cost of labour and materials may be collated the following details of repairing charges:—Bungay, 1278, outer wheel, 5s.; Holesle, 1294, carpentry of watermill, 80s. 4d.; Framlington, 1286, carpentry of new watermill, 73s. 4d.; Heywood Warren, 1286, contract by the miller for making carpentry of outer wheel, 8s.; Brightwalton, 1403, sail-yard, 13s. 4d.; Lullington, 1416, cog-wheel, 6s. 8d.; Candlesby, 1418, two new sail-yards, 8s. 4d.; Tackley, 1423, for the frame of a mill fourteen oaks for 7s. 4d.; Yartcombe, 1428, two mill-wheels—viz. cog-wheel and water-wheel, 29s. 4d.; Coleshill, 1438, cog-wheel, 9s. 6d.; Ormesby, 1464, new sail-yard, 2s. 4d. Canvas for Rodestone mill-sails is mentioned in 1260. For Pesenhall Mill in 1268 was purchased "a lock and key for the mill-chest" for 1½d., the average price for ordinary locks being 2½d.* At Carisbrook Castle in 1558 Queen

* Other particulars of prices of millstones and cost of repairs may be found in the Surtees Publications—*e.g.* vol. xcix., p. 230.

Elizabeth paid handsomely for a mill set up there for the garrison, in view of the threatened approach of the Armada. In that year the "queenes accomptauntes, for woorkes and reparacons done upon her maiesties castel at Caersbrooke," charged in their accounts "for a myll to grynde corne, boughte of Frauncis Porke of Winchestre, vj^{li} vj^{s} viij^{d}." This Mr. Pork of the city of the standard bushel is one of the earliest recorded milling engineers, and as a business man it is to be stated of him that he received as much for the horse-mill he sold to the queen as would have paid for a tolerably good wind or water mill in the country.

3. Accounts of Royal Bailiffs.

Hist. Isle of Wight, 1795, 97.

4. General working plant was anciently usually provided by the owner of the mill. That there was a variation in the custom is evident from the *Statuta Pistorum* of uncertain date, but ascribed to the thirteenth century. This, with regard to miller's toll, declares that "if the farmer of a mill provide the miller with all his necessaries he [the miller] shall take nothing beyond the duly prescribed toll," the farmers in this case meaning either the lords or the lessees, who might sublet to practical millers. At Ardee in 1305, when the millers there entered upon their occupancy under the king, an inventory of the plant handed over to them included three copper measures, one tub with a lock, one chest or bin with a lock, an iron pipe or spout, and other mill iron in one mill, and somewhat the same in the others. These were provided by the king, and remained attached to the mill. At Dublin in 1320, when new keepers of the king's mills were sworn in, they were handed a copy of an inventory of the mills, which included "two tubs for the custody of corn or flour, four bills or millstone picks, one hoop measure, a half-hoop measure for the taking of toll, and one

4. Working Plant.

Text, III., ch. XI.

Text, III., ch. I.

Text, Vol. IV.

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tribulus measure or scoop," all such utensils being found by the king. But this custom was not general.

4. Working Plant.

In the lease of Ampney Mill, Gloucester, to Henry and Gunhilda, in 1263, the lessees were bound "to provide all necessary for the working of the mill according to custom"—*i.e.*, however, according to the custom of that particular manor only. That this was not the invariable custom at monastic mills appears evident from an entry in the hallmote records of the prior of Durham in 1373, when Alexander Milner was presented for having abstracted from Hesilden Mill a coffer or bin (arca) used for holding the toll-grain, being fined sixpence, and ordered to replace it in the mill within a month; this being property attached to the mill upon which the late miller there seems to have considered he had some claim. Another instance in the same records occurs at Coupon Mill, when it was "found by the jury of the town of Neuton that the sail of the said mill, sold to the lord by John Fair-Jon, former farmer of the mill, for 20s., had deteriorated in value while in the service of the lord by 4s.; and that Gilbert Hardgill and John Miryman had accepted the same sail, for which they should pay 16s."

Surtees, lxxxii. 122.

Ibid., 97.

5. Seizures for Debt.

5. In the early ages the conflict of opinion as to whether mills were legally movables or immovables, and whether or not they could be distrained upon for debts, chiefly concerned the small timber-post windmills; but the laws of Oleron (fourteenth century) decided that both they and the more fixed and stable structures of watermills were not legally movables. The French laws (from which those of Oleron of course originated) afford much more evidence than is to be obtained from English sources on the question as regards both varieties of mills. By the customs of Bapauline (art. 13), Etampes (art. 129),

Text, II. 272.

La Mare, 1710, Liv. V., tit. ix.

Laon (art. 102), and Rheims (art. 23), all mills, both wind and water, are accounted immovables. The customs of Berri (tit. 4, art. 3) decide the same way, including mills on boats, and excepting only hand-mills. The customs of Paris (art. 90) and Normandy (art. 525) are of the same tenor, but make the condition that this is only in case they cannot be removed without taking them to pieces: "sans dépecer & desassembler." The customs of Orleans (art. 352) and Montargis (c. 15, art. 22) decide that mills on boats which can be moved from place to place are movables, while fixed watermills and windmills are immovables, the customs of Orleans adding that they are of the same nature as the foundations or sites upon which they are fixed. The custom of Bourbonnois (c. 23, art. 282) decides boat mills to be movables, but makes no mention of other varieties, which are apparently intended to be included among immovables.

There are other customs which distinguish in the same mill what is movable and what immovable. That of Salle-de-Lisse (tit. 7, art. 9) decides that which turns a mill to be a movable: the custom of Artois (art. 145) that in a windmill the sail-yards, piles, and structural timbers are heritages or immovables, the rest (stones and general plant) movables; and in a watermill the hurst and shaft are heritages and the remainder movables. This same distinction is found enunciated by Bouteiller, one of the most ancient French jurisconsults, who seems to suggest that it was then the custom of the entire kingdom. The custom of Nivernois (c. 26, art. 8) includes in movables not only boat mills, but windmills so seated on timbers or joists that the whole body of the mill may be taken off them. The custom of Tours (arts. 221, 222) contains a

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5. Seizures for Debt.

similar clause, but adds that floating mills perpetually moored in one place and windmills which possess banal or soke rights are immovable. The question was raised whether a boat mill (considered as a movable) could be seized for debt and sold by auction ("à l'encan") on the border of the river as other movables, or if it should be sold by formal order of the Court ("par décret"). Among the decisions of importance is one given in the reign of Charles V. (*c.* 1380): "There is no custom, nor should one be made, to sell any movables by decree; and a mill customarily upon the water, and which may be moved from one place to another, should not be sold by decree" (*Décision* 395). In 1582 it was, nevertheless, decided to the contrary by the customs of Orleans; and the summary sale by auction of a floating mill on the Loire was quashed, and an order made that it should be proceeded against by decree.

Respecting the seizure of mill horses for debts of the owner, there appears little direct evidence. No doubt, however, a sheriff's officer was as much empowered to seize the horses as the mill. At Dublin in 1320 the lessees of the Castle Mills, held under Edward II., complained to the king that "the men of Arnold le Poer (seneschal of Kilkenny) took from the same keepers a certain horse which served the said mills, of the value of 14s., and that in the same way the men of Roger Mortimer, late Viceroy in Ireland, afterwards took from them a certain other horse, bought for the said mills at the price of 9s."; and they were duly awarded the 23s. by the royal mill-owner. These horses had evidently been seized at some crisis for military purposes; but such a practice was dangerous, inasmuch as it involved the stoppage of horse-mills or the crippling of the resources of others.

Text, Vol. IV.

Thus we find an ordinance issued by Charles V. of France in April 1369, and another by Charles VI. in May 1388, declaring all horses serving mills exempt from seizure under any pretext whatever, even if claimed for the service of the king; and this would of course free them from seizure for debt.

Milling utensils and plant were also decreed exempt from seizure in France. In 1595 a receiver of poll-tax had levied a distress on a mill and seized a pair of stones; while in 1597 the receiver of the abbey of Vienne in Dauphiné had seized, in satisfaction for rent unpaid, a stone not fixed in its place, but on the point of being so fixed. In both these cases decrees of Parliament shortly afterwards ordered the restoration of the stones with costs; while the receiver who took the loose stone was also personally fined for his excess of zeal.

6. Millstone Quarries.

6. It is evident from many leases that, unless by agreement to the contrary, the lord always provided and renewed the stones of his mill. Various British localities long supplied quernstones and millstones. Among the earliest known are the quarries of Notts and Sussex, mentioned in Domesday, which, however, do not seem to have endured till more recent times. At Everton, near Liverpool, the compotus of the king's receiver in 1444 mentions a millstone quarry, of which also at the present day nothing is known. A compotus of the receiver of Henry de Lacy, lord of Clithero, Lancashire, in 1296, records that "the rock of millstones" in that honour was let for quarrying at £1 6s. 8d. per annum; while another entry in the same accounts records the purchase of a stone, probably from this quarry, at the price of 7s. 7d. The quarry seems to have

Text, II. 128.

Text, Vol. IV.

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6. Millstone Quarries.

been at Quernmoor, near Lancaster, where, as Baines states, the stones are "full of those hard flinty particles which constitute what is called 'hunger-stone,' similar to that of ancient Roman querns, and of which small millstones were made in England; and from the aptitude of this stone for the purpose, it is probable that Quernmoor derived its name." It was at Gorton in Lancashire in 1320 that "the uncertainty of the places in which millstones may be found" was a practical trouble to the lord and tenants, the latter of whom were bound to find them. There were various well-known millstone quarries in England during the Middle Ages, and, in fact, till they were superseded by the quarries of the Continent, which produced harder and finer stones. Millstone rock was found, for example, in the Bucks conglomerate in the neighbourhood of Winslow. Mention of these stones occurs as early as 1312. Five of them, before the Plague, gave an average of nearly 11s. 8d. each; fifteen, after it, an average of 14s. 10d. A third variety was obtained from the Trillek quarries in Monmouthshire, which, on the spot in the thirteenth century, cost no more than a shilling each. A fourth variety was found in the North of England, at Barkby and Kibworth in Leicestershire, and Finchale in Durham; while quarries at Bastlow, Derbyshire, have been worked for centuries; and perhaps there was a fifth class, as the stones used in Wiltshire. The Welsh millstones, obtained chiefly from Anglesea, have already been incidentally mentioned.

Baines' Lanc., iv. 547.

Text, II., Services.

Text, I. 156.

On the Continent the early quernstone quarries were well known, and some of them, as those of Andernach, which were worked by the Romans, have been constantly utilised since. Various early allusions respecting Continental quarries are extant.

6. Millstone Quarries.

A charter of 1299 grants certain lands to two persons —"pro molis trahendis & lapidus taillendis"—for quarrying and making millstones, on condition that the grantors received a royalty of a ninth part of the value of the stones, whether sold in the rough or finished state. Evidence of the export and import of stones in these respective conditions occurs in the thirteenth-century tariff of port dues at Paris: "Toutes moles perciées ou non perciées, se la mole vaut ij^{s} de Paris ou plus, chascune mole doit ob. de rivage, se en met la mole de la terre en l'iaue ou de l'iaue seur la terre"—"All millstones pierced or not pierced, of the value of 2s. or more, Paris money, shall pay one halfpenny river dues, whether such stone be transferred from land to water or from water to land."

Chart. S. Magl., 228.

Carpentier quotes from a French record of 1374 the passage, "Aubelet Gouvet, ouvrier and faiseur de moles à moulins, workman and maker of millstones, was going to vespers at the Feast of St. Liguer, which the millstone-quarrymen—moliers—were celebrating." The millstone-makers of Paris formed a guild in the thirteenth century, and were the only craftsmen in the city, except the bakers, who observed a special ceremony for the introduction of "novices" to the craft at the expiration of apprenticeship, the ceremony among the quarrymen comprising the infliction of several strokes with a rod by the member who had been last elected upon the shoulders of the novice. Champier states that in his time (fifteenth century) stones from Champagne and Brie were highly esteemed. Liébaut (sixteenth century) specially praises those of Ferte-sous-Jouarre, which a century later were still renowned; and also those of Houlbec, near Evreux, Normandy, which also were well thought of in the seventeenth century.

Les Arts du Moyen Âge, 316.

Vie Pr. Fr., D'Aussy, 1815, i. 67.

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6. Millstone Quarries.

Text, I. 157.

The quarries of Andernach, on the Rhine, have been celebrated for centuries for their excellent millstones, and were used for the production of quernstones by the Romans, who, as already shown, imported them into this country, and appear to have used them freely in their various provinces.

7. Cost of Stones.

Hist. Ag. and Prices, ii. 430.

7. Some interesting statistics upon the cost of stones have been compiled by Thorold Rogers. From 1259 to 1400 extreme variations in price occur. A fair average for a single stone during the period seems to be about 20s. The most expensive was one obtained from London, evidently imported, for transit to Hadley in 1373, its price being 161s. 4d. At Colchester, 1374, one was bought for 73s. 4d.; at Brauncester, 1368, one for 56s. 8d. Among the lowest quotations are Strugull, 1302, three at 1s.; Trillek (where was a quarry), 1308, 1310, and 1323, several at 1s. each; 1329, two at 2s. 6d., this including carriage to Usk. Among miscellaneous quotations are to be found:— Two hand-mill stones at Hornchurch, 1395, for 4s. 6d.; and cost of making eight millstones at Cumbarton, 1s. each.

Ibid., ii. 515, 521.

A tabulation showing the highest prices of millstones in England in each year during the same period exhibits variations between 26s. 11d. and 100s., a table of decennial averages of prices of imported and Buckinghamshire stones respectively giving the following results:—

	Foreign. s.	d.		Bucks. s.	d.
1261–70 ...	34	8	...	—	
1271–80 ...	36	9	...	—	
1281–90 ...	36	6	...	—	
1291–1300 ...	48	9	...	—	
1301–10 ...	46	1	...	—	
1311–20 ...	44	0	...	12	6
1321–30 ...	37	8	...	7	6
1331–40 ...	39	10	...	—	
1341–50 ...	30	0	...	12	9
1351–60 ...	56	3	...	15	5

	Foreign. s.	d.	Bucks. s.	d.
1361–70 ...	68	4 ...	14	9½
1371–80 ...	87	10 ...	—	
1381–90 ...	66	8 ...	13	4
1391–1400 ...	66	2 ...	14	1
1261–1350 ...	39	4 ...	10	11
1351–1400 ...	69	1 ...	14	5

Between the years 1401–1582 the entries in manorial accounts are stated to become fewer with regard to repairs and the purchase of stones, owners appearing to have commonly stipulated that the lessees should be at the cost of these matters. As before, there are great variations in the prices of stones; some, the cheapest, are local and English, but the best are from Paris or Andernach. One is bought in London, 1410, for 106s. 8d.; one at Worminghurst, 1425, for 141s. 8d.; three others at the same place, Ibid, iv. 424. 1428, at 71s. each; Holmchurch, 1446, pays 80s.; Lynn, 1449, 80s.; Lymington, 1457, 73s. 4d.; Oxford, 1489, one fifteen hands in diameter, 66s. 8d.; Ramsey, 1496, 66s. 8d. and 63s. 4d.; an unknown place in Devonshire, 1517, 86s. 8d. But the largest and most expensive purchases are made by the city of Oxford in 1576, two being bought at £7 10s. each, the carriage being £3 6s. 8d. in addition; in 1572, two, including carriage, for £17 19s. 2d. (*i.e.*, deducting the same amount for carriage as before, at the rate of £7 6s. 3d. each); in 1574, one for £9 12s. 6d., including carriage (or with a proportionate reduction, £8 3s. 2d.); in 1581, one for £6 10s., with carriage £3 11s. 4d. Between 1567 and 1581 the city thus buys stones which appear to cost £44 5s. 8d., or about £7 7s. 7d. each, and pays carriage, estimated or declared, amounting to £11 13s. These enormous prices seem to be without parallel, and possibly may be explained by the conjecture that in each case the term "one" or "two" millstones is to be understood

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7. Cost of Stones.

as one or two pairs.* Prefaced by Professor Rogers with the remark, "I am painfully alive to the fact that the ground in many details becomes more unsteady as I near modern times," is the following table of decennial averages for all varieties of millstones :—

	s.	d.		s.	d.
1401–10	65	4	1501–10	31	0
1411–20	65	0	1511–20	86	8
1421–30	73	8	1521–30	—	
1431–40	50	4	1531–40	73	4
1441–50	64	5	1541–50	—	
1451–60	45	0	1551–60	60	0
1461–70	60	0	1561–70	111	8
1471–80	46	8	1571–82	191	1
1481–90	66	8	140 years	64	10
1491–1500 ...	50	4	42 years	130	11

Among the miscellaneous purchases of the period are:—At London, 1574, twelve pair of stones, great and small, at £4 per pair; twenty-six quernstones at 6s. 8d. per pair; at Cambridge, 1548, kitchen molaris (probably a pot quern), 3s. 4d.; at Drayton, 1424, quern, 10s.; at Cambridge, 1486, malt quern, 1s. 8d.

The millers seem to have endeavoured to use different stones for different kinds of grain. The grinding of malt, for instance, was usually conducted from very early times in mills specially devoted to it; but an even closer refinement than this was observed. A French manorial lord in 1309 had "five mills in five houses—to wit, three white and two brown": *i.e.* for the production of white and brown meal respectively. Du Cange, who quotes the above, mentions from another early charter a brown-meal mill: "molendinum brunum."

8. Carriage of Stones.

8. The carriage of new millstones to the lord's mill frequently devolved upon his tenants. In some

* The city of Oxford held the soke of the king's mill there. In 1606 an action was brought to compel all the citizens to grind at this mill, but was not carried to a definite issue; and again in 1608 a similar action was commenced, but allowed to fall through, the soke apparently being abandoned. To be just to the city, observes Professor Rogers, it seems to have furnished its mill with the best appliances of the age, and in particular to have spared no expense for stones.

8. Carriage of Stones.

customs rolls it is indeed doubtful whether the varying terms—"molas," "mulnera," &c.—for that which had to be carried did not mean grinding stuffs generally, which we have seen many tenants were bound to carry to the mill. Still, there are many definite instances admitting of no doubt that the stones as well as the grain were compulsorily carried to the mill by tenants when required. In Manchester Manor in 1320 the nativi owing suit to the mill of Gorton within that manor were held responsible for both quarrying and carrying the stones: the former they did at their own cost, the stones of course being found on the lord's land and costing nothing; but for the latter they received payment of fourpence for loading and three shillings for carriage of each pair. This service was none the lighter, seeing that "the uncertainty of the places in which the stones may be found and the necessity of seeking them" were serious difficulties of which the lord had full cognisance. At East Merrington, Durham, in 1369, an injunction issued at a hallmote directed that "all the tenants of the said town shall carry millstones (molera) before the next court-day." At Aylingtone, Huntingdon, in 1255, it clearly appears that stones so carried were newly purchased ones; and in this case it is entered on the roll that the tenant of each virgate of land should be exempt from the duty on payment of one sheaf of wheat in autumn every year: "quælibet virgata terræ dabit in autumno unam garbam frumenti per annum de consuetudine de ne teneantur cariare molas emptas ad molendinum,"—a dearly purchased exemption, considering the infrequency of the purchase of stones.

Ch. Soc., lvi. 310.

Surtees, Pubs., lxxxii. 87.

Cart. Ram., doc. ccxxviii.

In many manors local millstone was not used, but imported stones purchased at the ports and carried inland, often in the loose but fashioned

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Hist. Ag. and Prices, 1866, i. 505.

pieces which, when bound together, formed the complete stone. For this transaction the manorial tenants were not requisitioned, and the entire business was one which involved considerable trouble and expense. Thorold Rogers has ably illustrated the tedious and costly process by an extract from the roll of the bailiff of Cuxham Manor, Oxford, 1330–31. The port whence the stones in this case were taken was London, which, however, ranked with Southampton as one of the minor places for the purchase of foreign stones—the chief ports for the business in the fourteenth and fifteenth centuries being Colchester, Yarmouth, Norwich, and Lynn, doubtless owing to their greater proximity to the chief agricultural and milling districts. The bailiff of Cuxham purchased in London five stones "e partibus transmarinis," "from parts beyond the sea," at £3 3s. 4d. each—the "argentum dei," the "god's penny," being duly paid by him to clinch the bargain. This purchase, remarks Rogers, "is the largest which has come before my observation, and it may be worth while to transcribe the details," which, we may add, are of considerable present interest. "The accounts of the city of Oxford do not give the particulars of charges incurred with the distinctness which is found in the record of the good bailiff of Cuxham, whose diligence and fidelity, an inheritance of at least two generations of bailiffs in his family, made me feel so much interest in his labours, and so alive to the loss which his masters felt—for he was a Merton College serf—when he and his perished in the terrible plague of 1349."

The bailiff [Robert Oldman] seems to have not only paid the luck-penny, but to have provided the beverage during the consumption of which the bargain was negotiated and completed. The purchase and the further business of treating for the carriage involved two separate journeys, and the transit is marked by the claim of a

8. Carriage of Stones.

toll from the city of London and the town of Maidenhead. At Henley labourers are hired to bore the stones; as usual, iron and steel are bought and served out to the smith, and with the latter article biles (that is, bills or boring tools) are made on the spot, the smith being retained to continually sharpen them. The manor waggon takes home three of the stones, and two are forwarded to Oxford for use at the king's mill. At dawn in the midsummer of 1331 (for the charges incurred are written at the foot of the roll) bailiff, servant, and horse start on their expedition to the metropolis, and achieve the distance, more than forty miles, in the course of the day, through the beech woods of Bucks and the rich pastures of Middlesex. Arrived in London, they take up their lodging in one of the numerous hostels in the city, and, according to the fashion of the time, cater for the needs of themselves and their horses. Early next day Oldman sets about the serious business on which he has come, and finds the merchant at the wharf, which lay below the southern city wall. Having chosen the stones which suit the two mills, his own and that at Oxford, he adjourns to his inn or some tavern near to discuss the terms of his bargain. We may be certain that the chaffering was long and anxious, and that in Oldman's opinion at least the time and money were not idly spent when he aids his bargaining by the liberal order of five gallons of Gascony. It is not every day that the merchant finds a customer whose demands are so large, or who has set his heart on the best articles which can be found in his warehouse. At last the bargain is struck, the luck-penny is delivered, and there are witnesses to the transaction; and the bailiff no doubt gave a memorandum of his purchase. After so unaccustomed a debauch the bailiff returns next morning by the same route to his farm and his duties. But he must journey again to London to negotiate the terms at which the stones shall be carried and to pay their cost. On this occasion more time is consumed—possibly in waiting for such a vessel as would be able to carry these heavy articles, possibly in another keen bargaining about the amount to be paid for the carriage. The contract is settled at last, and the stones are laid on board, payment being made for wharfage. Now comes the toll for the city wall, and, free at last, the vessel works its way with the tide up the Thames to Maidenhead, where a further murage is to be paid—being due probably, as was the former, to the city of London, whose jurisdiction over the Thames extended at least thus far. They next traverse the fairest portion of the river till the boat rests at Henley, then the highest point to which the navigation of the Thames was ordinarily possible. The bailiff is present to receive his goods, and soon gets ready the service which he finds it will be more convenient to employ on the spot. He purchases iron and steel, hires a smith to fashion the picks, and engages the services of three men for three days in the labour of boring the stones—a labour of no trifling character, as the smith is perpetually employed sharpening the picks.

The net result was:—Five gallons of wine, bought "pro beveria," for the refreshment of the

IV. OF OWNERS AND LESSEES.

8. Carriage of Stones.

bailiff and the vendors of the stones, cost 2s. 1d.; loading in a ship at London, 5s.; wharfage, 7½d.; murage, 10d.; carriage by water, London to Henley, 11s. 2d. Murage at Mayden-church, 10d. Journey of bailiff, his servant and horse, to and from London, 3s. 0½d., the journey occupying three days. At Henley the stones were left, and the bailiff occupied four more days in a journey there and back, costing 4s. Expenses of three men for three days at Henley boring the stones, and of two carters carrying the stones to Cuxham, 3s. 9d. Iron bought, 2½d.; steel bought for "biles" (bills, chisels, or picks) to bore the stone, 9d.; smith, for making the "biles" and sharpening them again and again, 2s.; two hoops bought for two stones, 6d. Or summarising the account:—

	s.	d.	s.	d.	£	s.	d.
Cost of five stones in London ...					3	3	5
Loading and dues at London ...	6	5½					
„ „ „ at Maidenhead	0	10					
			7	3½			
Carriage, London to Henley ...	11	2					
„ Henley to Cuxham (say)	1	10					
			13	0			
Materials and workmen finishing stones			5	4½			
Bailiff's journeys and wine ...			9	1¼			
					1	14	9¼
Total cost on arrival at mills,					£4	18	2¼

9. Services of Tenants.

9. Lords of manors usually requisitioned the services of their tenants for labour regarding the mills, in addition to assistance demanded (as described) for repairs. Some tenants were bound to carry the lord's corn from the field or granary to the mill, just as others were compelled to carry corn for sale to the market. At Brauncester Manor, Huntingdon, in 1255, it was entered on the rolls that Radulphus le Dansere, who held twenty-four acres (as well as the

9. Services of Tenants.

other tenants of similar holdings), should carry one quarter of corn at whatever time he should be desired, when the lord's corn was ripe, to the mill of Hulno or Burnam, or at farthest to the gate of Brunagge; while, as regards taking corn to market, other tenants of the same lord, the abbot of Ramsey, were required to carry it to St. Albans, Canterbury, or even London. Occasionally a small payment was made in amelioration of the severity of the task of carrying to market, as sometimes was done for threshing the grain.* But for carrying to the mill, which presumably did not involve any long travelling or excessive personal labour, there seems never to have been any payment. Some tenants had not only to carry the corn thither, but to wait while it was ground and carry the flour away again. One Richard, a tenant of St. Ives, "shall take a ring measure of grain [once a year] safely to the mill of Honethone, which is kept by a cottager of St. Ives, shall remain till the said grain is reduced to flour, and then afterwards the said Richard shall receive it there and bring it to Ramsey Abbey."

Cart. Ram., doc. cciv.

* Various tenants of this abbey who were compelled to assist in the threshing were allowed as a solatium for every three quarters threshed one loaf of medium size and a bundle of straw as large as he or his man could carry, provided, however, that if the truss or bundle came to pieces within the door of the lord's premises he should lose the whole of it and remain at the mercy of the abbot till he should do better—"quod si fesiculus straminis confringatur infra portam curiæ perdit stramen et erit in misericordia prout melius finere poterit": after which the abbot, if he pleased, might also give him threepence.

CHAPTER V.

THE MILLER AND HIS MEN.

V. THE MILLER AND HIS MEN.

1. Lowly Medieval Status.

1. LET us turn awhile from the medieval mills, their owners and their rights, to glance at the master-miller of the past—the bond-servant of feudal lords, the slave of legislative oppression, the skilled artisan toiling for slight gain, the object of popular suspicion and gibe, the butt of poetic innuendo and witty satire. Observe him in his secluded, stifling, little structure, for the gloom, noise, and loneliness of which the verdant meads, rippling brooks, and fresh breezy zephyrs outside scarce make amends. Watch him year in, year out, bound rigidly down to grind at one unvarying rate of toll corn, whether grain be cheap or dear; to labour by rule of thumb; to gaze at the monotonous whirl of water-wheel or sail-yard, and hear the ceaseless whir of the stones, without an atom of speculative interest whether any one process were capable of improvement; to know that, if his custom from astricted tenants were secure, its value to him had been carefully calculated beforehand in the estimate of his rental by his landlord, and there was no chance by any expenditure of energy or skill of increasing it, not even to cover long-impending repairs or sudden disaster due to fire or flood. No more deadening and depressing an influence would it be possible to exert upon an intelligent individual. The miller, an utterly unconsidered factor in the calculation of possibilities of improved processes, was little, if at all, raised above the lowly status of the

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slave who sat behind the mill of Pharaoh; and small wonder was it that for centuries the art of milling lay stagnant and that feudal mills of the sixteenth and seventeenth centuries were in no single degree —except possibly in size—superior to the mills that ground for Rome in the days of the Cæsars. In the conduct of his trade the miller was bound down on every hand by restrictions, for infraction of which every villager knew he was liable to severe punishment. The amount of his toll was fixed; the time allowed for grinding determined; the mill was to be kept continuously at work, if possible;* the number of his servants and their work were regulated, if the local authorities permitted him to have any. Among his neighbours he was socially one of the lowest; at the manorial church the humblest seat was assigned to his wife;† and he himself was regarded with popular suspicion and distrust as a proverbial pilferer of grist.

1. Lowly Medieval Status.

2. From the time of Chaucer, who averred of the miller that

> Well could he stealen and tollen thrice,

the craft was associated in the public mind with dishonesty; and John Lydgate, in one of his popular squibs, did not fail to perpetuate it:—

2. Slanders on the Craft.

> Let mellerys and bakerys gadre hem a gilde — Harl. MSS., 2255.
> And, alle of assente, make a fraternite;
> Under the pillory a litel chapell bylde;
> The place a morteyre; and purchase liberte
> For alle thos that of ther nombre be
> (What evir it cost;) afftir that they wende
> They may clemme by just auctorite
> Upon that bastile to make an end.

* A hallmote of the prior of Durham at Willington in 1383 issued an injunction that William Dromond, the miller, shall grind grain every day and every opportunity, according to the course of the stream—molat blad vic diebus et vicibus opportunis quilibet secundum cursum suum—under a penalty of forty pence. Surtees, Soc. Pub., vol. lxxxii., p. 184.

† The customs of Ashton-under-Lyne in 1339, in allotting seats in the church for the tenants of the lord, appoint the front seats to members of the chief families and "other gentills strangers," and so on in reverse order of precedence till the seventh or last seat is left for "Uxor de milne," the miller's wife. Text, ch. 111.

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2. Slanders on the Craft.

And though this aspect of the ancient miller was not, so far as British literature is concerned, generally perpetuated, still Continental proverbs and popular gibes at the expense of the craft are almost innumerable. Of the vast number recounted by Paul Sébillot, few, if any, are marked by any scintillation of wit, many of them are profane, and all are of a coarse fibre of humour which marks them as the production of the lower and less-educated classes of even the dark ages which evolved them. Some few specimens—much abbreviated—may serve to illustrate their general nature.

Legendes des Métiers, Paris 1894.

¶ A Picardy story recounts that it was from the top of a windmill that on Ascension Day Christ soared upward to Heaven. The miller, looking through a window, and seeing Him climbing up the rungs of the sail-yards, calls, "Ho, la! Where are you going?" "I go to Heaven," was the reply. "In that case," cries the miller, rushing out, "wait for me; I'm going with you." "Not so," says the Christ, "you are going in the other direction." ¶ A Russian legend states that a miller and an innkeeper met in the lower regions. The latter inquires, "Why are you here, brother? I myself have come because I never quite filled the glasses." "Alas, my friend," says the miller, "as to me, when I measured, it was not a case of my measure [for taking my toll] not being full, but of it being quite full and too full." In Brittany a long story relates the arrival of a dusty miller at the gate of Paradise, where he is confronted by St. Peter. "Don't you know," says the latter, "that a miller never did and never shall enter here." The man of flour replied that he was aware of that, and only desired to look in and see how beautiful a place it was before he took his departure for another place. Peter therefore opened the door a

little way; but the miller, who had his bushel measure with him, thrust it in and broke open the door, immediately precipitating himself inside and sitting down on the measure. It was in vain that they tried to eject him; he declared that he rested on his own property, and there he would stay; and as there seems to have been no answer to this, he was the first miller to enter Paradise. Another miller, he of Guerliche, compassed the same well-nigh impossible feat in another way. Saint after saint being sent to move him from the portal without success, at last the Saints Innocents were dispatched to move him. "It is just to see you I have come," says the audacious miller. "Do they accuse me of pilfering? Well, if I did, it was solely to be able to bring you some of these nice sugar-cakes." As the Innocents crowded round him, taking and tasting the delicious morsels, the wily miller slipped past them, and was soon lost in the pleasaunces of Paradise. Colloquialisms of another character are equally abundant. "What is the boldest thing in the world? A miller's shirt, for it clasps a thief by the throat daily." "What the boldest animal in the world? The miller's ass; it lives among thieves and has no fear." Sufficient have been cited, however, to emphasise the fact that through the Middle Ages the corn-miller's position was an unenviable one.

2. Slanders on the Craft.

3. Under the condition of affairs related, little surprise can be experienced at the continued failure of millers to emulate bakers and others who formed trade-guilds. Under regulations by which millers were but the isolated servants of manorial lords, it was not possible for them to form incorporations and establish their own laws and customs, since these latter were formulated for them by their lords. Every detail connected with the working of the mill, so far

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3. Guilds.

as the public were concerned, was set out, cut and dry, for the miller on entering upon his lease or tenancy; and he himself was as helpless to alter one iota as was the mill which went on its ceaseless round year after year. In large towns, where soke regulations did not prevail, the miller, unlike his confrère the baker, usually was not a free and independent tradesman, working with his own capital in his own place of business. The baker was to some extent his own master (though of course he had to conform to the prescribed regulations of the assize of bread); he had his own bakery and shop, and hutch or stall in the market; he could not fix the price or quality of his bread to meet competition, but he was free to find customers, enlarge his business, and gain by his own energy and skill an increased income. In these matters the miller was decidedly in an inferior position to the baker. It was impossible, except in those fortunate places where manorial soke was not enforced, for an enterprising miller to build a mill of his own, or set up, say, a small ass-mill or even hand-mill on his own account—since, in such an event, on the one hand his mill could be destroyed by the lord and he himself fined, and on the other the corn or flour and horses of his customers confiscated. Thus, while bakers ordinarily formed guilds, millers did not. In large towns, where soke regulations did not prevail and mills were freed from manorial law by the commonalty (either by purchase or grant of the manor), it was quite possible for members of the craft, if there were a sufficient number of them, to form guilds. But there seems to be no trace of such a guild ever having been, even in London, the centre of such institutions; and the members of the trade were doubtless members of the Company of Bakers. Millers throughout the kingdom ordinarily seem to

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have been affiliated to the local bakers' companies where they existed; and numerous references to the trade, as in the miracle-plays of Chester and Preston, invariably class the two crafts together as one company or guild. At Dublin, early in the thirteenth century, both millers and bakers were members of the Merchants' Guild.*

As an example of what might be done under favourable conditions, the guild of millers at the floating mills of Paris in 1270 affords a conspicuous instance. In that year Etienne Boileau, prefect of Paris, conceived the excellent idea of calling before him all the craftsmen of the city, and registering as obtained from them the laws and customs of all the different craftsmen of the city. Among the rest he

* The earliest list of fees paid to this general guild of the tradesmen of Dublin, that for 1225, contains the names of the following millers and bakers:— Hist. and Mun. Doc. of Ireland, 1172-1320, 3.

Robertus molendinarius	iiiiij	sol.
Simundus molendinarius	iiiiiij	,,
Gillibertus pistor	—	
Walterus pistor	iiiiiiij	,,
Toci pistor	iiiiiiij	,,
Walterus filius Simonis molendinarii	iiiiiij	,,
Walterus pistor	iiiiiiij	,,
Edric pistor	iiiiiiij	,,
Willielmus frater Ricardi pistoris	iiiiiiij	,,
Gillafineau pistor	iiiiiiij	,,
Rogerus filius Willielmi pistoris	iiiiiiij	,,
Walter le pestur de Wiricestra	iiiiiiij	,,
Rogerus pistor de Trum	iiiiiiij	,,
Robertus Norrensis pistor	iiiiiiij	,,
Galfridus molendinarius	iiiiiiij	,,
Robertus molendinarius de Sancto Thoma	iiiiiiij	,,
Robertus molendinarius	iiiiiij	,,
Jahannes molendinarius de Sancto Brianel	iiiiiiij	,,
Stephanus Albus pistor de Wittenne	iiij	,,
Arnoldus molendinarius de Bonone	iiiiiij	,,
Willielmus pistor de Limenistre	iiiiiiij	,,
Henrich pistor	iiiiiiij	,,
Iggelram pistor	iiiiiiij	,,
Daniel pistor	iiiiiiij	,,
Gernasius pistor	iiiiiij	,,

In 1226 the new members of the guild included William, the archbishop's pistor, and Hugh pistor; while the roll of freemen of the city, 1225-1250, included Robertus molendinarius; Henricus Quintel de Dereby pistor; Willielmus de Well pistor; Roger Norf de Villa pistor; Hugo de Eborach pistor.[1]

[1] The trade designations were scarcely yet adopted as surnames. In England in 1332 the Lay Subsidy Rolls for Lancashire contain the names of Robert del Milne and John fflour at Hall; Roger le Bakester (baxter or baker), Thomas Molend (miller), and Nicholas del Bakhous (bakehouse) at Garstang. Lanc. Rec. Soc., Ryland, 1896.

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summoned the millers, whose regulations evidence a very fair degree of trade co-operation prevailing among them :—

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Registre des Mestiers.

Quiconques veut estre meuniers à Grant Pont à Paris estre le puet se il a molin qui siens soit ou à ferme.

Whoever desires to be a miller at Great Bridge, Paris, may be so, if he has a mill of his own or rents one.

Quiconques est meuniers à Grant Pont à Paris il puet avoir tant d'aprentis et de vallis come il li plaist, et maudre par nuit se mestiers li est.

Whoever be a miller at Great Bridge, Paris, may have as many apprentices and knaves or boys as he please, and may grind by night, if the masters be there.

Li meunier de Grant Pont ne pueent pas maudre au diemanche dès donc que l'ieaue benoiste est faite à Saint-Liefroi dessi adonc que l'en sonne vespres à Saint-Liefroi.

The millers of Great Bridge shall not grind on Sunday before the water is blessed or vespers sounded at St. Lefroy.

Li meunier de Grant Pont pueent prendre de chascun sestier de blé ou de aucun autre grain maudre un boissiel, mès plus n'en pueent-il pas prendre se il n'est bestens ; c'est à savoir, glace grans et fors, ou trop grans eaues ou trop petites : et lors quant il est bestens il puet prendre j boisseil de chascun sestier, et aveuc ce puet-il demander et prendre vj deniers ou iiij deniers ou plus argent se il plus en puet avoir.

The millers of Great Bridge shall take for every sextar of wheat or any other grain ground one bushel, but more they shall not take, unless there be some special reason, as great ice or too much or too little water ; and when there is such reason, they shall take the one bushel per sextar, and with it shall demand and take sixpence or fourpence or more, if they should have more.

Li meunier de Grant Pont ne pueent maudre à mains de fuer que ij sestiers pour j boissiel, et ce meisure ne pueent-il faire ne prendre fors que aus talemeliers, quar aus borgois ne pueent-il prendre ne en bestens ne hors bestens, ne en esté ne en yver, que de j sestier j res boissel, ne à nule autre personne demourant à Paris fors que aus talemeliers.

The millers of Great Bridge shall not grind at a less rate than two sextars for one bushel, and this rate they shall not make except for the bakers : from ordinary people they shall not take less than one razed bushel for each sextar, whether there be any special necessity or not, either in summer or winter, nor from any person living in Paris, save only the bakers.

Il n'auront ne ne pourront avoir de j sest. de blé moudre que j boissel de blé rez ou xij den. pour le boissiau, au plus que il en puissent prendre.

They should not have nor take for one sextar of wheat ground

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but one razed or striked bushel, or twelve pence for the said bushel or more, if they may take more.*

Li meunier de Grant Pont ne pueent deslieuer nullui et se il le fait, et li deslieués s'en plaint au serjant qui est garde des meuniers de Grant Pont de par le chapitre Nostre Dame de Paris, il est à vj deniers d'amende, aveuc le damage que il rent au deslieuée ; et se li deslieuées s'en plaint au serjant du chapitre, il l'amende au chapitre en ij sols vj deniers de Paris, desquex ij sols vj den li mestres des molins a vj deniers pour s'amende et li chapitres le remanant.

The millers of Great Bridge shall not unmoor any mill; and if they do so, and the miller whose mill is loosed complain to the sergeant who keeps guard over the mills on behalf of the chapter of Notre Dame, then shall be enforced sixpence amends, with repair of the damage done to the mill set adrift; if the miller complain to the sergeant of the chapter, the culprit shall pay to the chapter 2s. 6d. Paris money, of which the master of the mill shall have sixpence for his amends and the chapter the remainder. [This latter part seems to be a later variation on the first.]

Nul ne puet prendre molin à ferme à Grant Pont qu'il ne paie v sols aus compaingnons pour boire.

No one shall take a mill at Great Bridge to farm unless he pay 5s. to his companions for drink.

Quiconques est meuniers à Grant Pont, soit mestres soit vallés, il convient que il jure seur sains que il gardera bien les choses à touz ceuz qui ès molins devant diz les arront, et que il les bons us et les bones coustumes garderont, et que se aucans des voisins a mestier de lui, soit de nuit soit de jours, que il à son pooir aidera : et se il n' i vient, et il est seu, il l'amendera, et si seroit parjures. C'est serement doivent-il faire dedens les premiers viij jours que il seroient venu ens molins devant diz.

Whoever are millers at Great Bridge, whether masters or servants, it is necessary that they swear by the saints that they will guard well the things which appertain to the said mills, and the good usages and customs will maintain; and that if any of their neighbours at the mills have need of their services, whether by night or day, they will to the utmost of their power give their aid; and if they come not and are sued, they shall pay amends to him according to the verdict of a jury. This oath they should take within the first eight days after coming to the said mills.

Li meunier de Grant Pont doivent le guet et les autres redevances que li autres borgois de Paris doivent au Roy. Nus des meuniers de Grant Pont qui ait passé lx ans, ne cilz à qui sa fame gist d'enfant, ne doivent point de guet, mès il le doivent faire savoir à celui gent de par le Roy.

The millers of Great Bridge shall serve on the watch and fulfil the other duties that burgesses of Paris owe to the king. Still, no miller who has passed sixty years of age, or whose wife is confined, should

* This regulation appears in another MS. of the customs, and introduces at choice a money payment in lieu of toll.

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serve on the watch; but he should inform the official on behalf of the king of the fact.*

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No British authority seems to have emulated the zeal of Boileau, and afforded us distinct evidence whether there was or was not a medieval guild of millers in London. As to the country generally, some attempt of the kind was made by order of Parliament 12 Richard II. (1389)—two writs being directed to be sent to every sheriff of England, commanding him to make public proclamation throughout his shire, calling upon (1) "the masters and officials of all guilds and brotherhoods" to send to the King's Council returns of all details as to the foundation, status, and property of their guilds; (2) "the masters and overlookers of all mysteries" to send in the same way copies of their charters and letters patent. The inquisitorial character of this order as to property and charters was an exceedingly different thing from the simple aspect of the inquiries of Boileau at Paris. He, without troubling as to the privileges and status of guilds, merely collected from them a record of their trade customs; and this succeeded where the order of Richard II. failed. Some returns were duly sent in, and a few of them are still extant; but these few include no guild of millers.

English Guilds, T. Smith, 1870.

The only instance of such a guild we have been able to trace in England is that of York, which existed in the fourteenth century. This body had no hall of its own, but used in common with other of the guilds of the city St. Anthony's Hall, a structure still standing and used as a portion of the Blue-coat Hospital. There is extant for the year 1623 "an account of the several trades within the city and what each pays yearly to the said city for the repair

* This seems to be in contravention of the statement elsewhere made that St. Louis (1226–1270), like ancient Roman rulers, had exempted millers and bakers from the performance of all civil duties, in order to afford them no pretext for suspending or neglecting their daily labour.

Les Arts du Moyen Âge, Lacroix, 1871, 116.

of their Mote Hall, St. Anthony's Hall," the payments varying with the status of each company and the demand it made on the resources of the hall. The Millers' Guild occupied a medium position in the list,—that of the Merchants and Mercers paying 5s.; Drapers, Butchers, Tanners, and Innholders, 4s.; Millers, 3s. 4d.; Bakers, 3s.; Goldsmiths, Vintners, Parchment-makers, 2s.; Musicians, 1s.; Embroiderers, 4d., &c. The ordinances of the guild are briefly set out in *A Book of Divers Memoranda touching the City of York, made in the time of John de Santone, Mayor* (1376), this book being now included in the corporate muniments of the city. In 1617 the regulations were extended, revised, and confirmed by the Lord Mayor and Council of York, and appear at length in a contemporary *Register of Ordinances and Guilds* (fo. 279), also preserved among the civic records, from which, by courtesy of the corporation of York, we have been enabled to transcribe them:—

"1617. The ancient orders and ordinations of the Compagnie and ffellowshipp of Mylners within the citty of York, newly passed, examined, corrected, and amended by the Honble. Wm. Grenebury, lord maior of the said citty, and the Hon. Aldermen of the same, his brethren, and the privie councell of the said city, at the Assemblie in the Council Chamber upon Ouse Bridge, the sixteenth day of August, in the fourteenth year of the reign of our sovereign lord James, &c.; and by the said lord maior and previe council now ratified, confirmed, ordained, and established, to be henceforth as an Ordinary for the same company, at the request of the said company and fellowship:—

Appointment of Searchers.

Item. It is ordained, enacted, and established, that from henceforth there shall be yearly two honest

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persons of the said company or corporation of mylners, upon the feast day of St. James the Apostle [July 25], chosen to be searchers of the said company for the year following, in Saint Anthony's Hall, being their common place of assembly, by the old searchers and company or the most part of them there assembled, by their voices, if St. James's Day do not fall upon Sunday; and when it falleth upon Sunday, then the same election to be made upon Monday then next after following. And, further, it is agreed that the old searchers of the said company shall take such order before the said election day that sufficient and lawful warning shall be given to all the said company or word left at their houses to cause them to repair to the common place of assembly, to the intent that then and there they may choose four searchers, whereof two of them are to be chosen searchers for the year following by their most voices, according to the ancient custom heretofore used.

Placing the Searchers.

The old searchers immediately after such election shall place the said new elected searchers in their place. And the new searchers thereafter to take such oaths as is set down or appointed for them to take before the lord mayor. And from and after such searchers be elected and sworn every brother of the said company shall be obedient unto them as searchers of the said company of milners. And upon warning sent or given to them by the same searchers they are to come before them, the searchers and company, upon the said election day or at any other time or times convenient in their assemblies, touching any matter whatsoever that concerneth the good government and weal of the said company. Any person or persons so offending here contrary

to this Ordinary shall forfeit and pay for every such default vij^{d}, and at any other meeting vj^{d} for every default, not having a reasonable excuse, to the use of the mayor and commonalty of the said city.

Elected Searchers refusing to Stand.

If any person or persons, being elected and chosen searcher or searchers of the said company, do refuse to stand as searcher or searchers for that year following, and to take the oath appointed for him to take, he shall forfeit and pay xl^{s} to the use aforesaid, not having a sufficient cause to the contrary to be allowed by the lord mayor. And upon the denial or refusal of any such disobedient person or persons there shall be a new searcher or searchers chosen forthwith by the said searchers and the company in his or their places.

Admittance.

Every milner hereafter to be allowed within this city or suburbs of the same to be a brother of the said company shall have served seven years at the least as apprentice by indenture, according to the statute in that case provided; and upon his admittance into the said company he shall pay to the searchers of the said fellowship for the use of the said company iij^{s} iiij^{d}, according to the statute; and he shall likewise pay to the said clerk of the said company iiij^{d} for the entry of his admittance.

Searchers to make Search.

It shall and may be lawful to and for the searchers of the said company to make search in all things that do concern the weal of the said company within the houses of them that they do suspect or shall know to use or exercise the occupation of a milner dwelling within this city or suburbs; and that who-

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soever will not suffer the said searchers to enter into their houses and the back sides to make due and true search, or be disobedient therein to the said searchers, shall forfeit and pay for every time so offending vj^{s} viij^{d} to the use aforesaid.

Disorderly at Assemblies.

If any brother of the said company, at their appointed meetings or assemblies, or at any other time or place when the searchers and company shall be together, do not use himself orderly, quietly, and brotherly, or do miscall any of his brethren by any uncomely or slanderous speeches, as to say 'Thou lyest, or arte false, or sweare blasphemie,' or take the name of God in vain or suchlike, and will not keep silence at the commandment of the searchers, or otherwise shall depart from the said meeting before the general breaking up of the same without license granted him by the said searchers, that then whoso offending in any part herein contrary to the intent of this article shall forfeit for every such offence vj^{s} viij^{d} to the use aforesaid.

Resorting to Taverns on the Sabbath.

None of the said company shall at any time hereafter resort to any tavern, alehouse, or tippling-house upon any Sundays, upon pain on every one so offending therein to forfeit and pay for every such offence iij^{s} iiij^{d}.

Not dealing truely.

If any brother or servant of any brother of the said company at any time hereafter be found false or untrue in any part of his occupation, and thereupon be convicted by due search of the searchers, he shall forfeit and pay for the first offence iij^{s} iiij^{d} to the use aforesaid. And, further, the party so convicted, he or

his masters, shall give satisfaction according to the value of the trespass done to the party whom he did make trespass unto. If afterwards he commit any suchlike offence, and be thereupon convicted, then to be banished out of the city, and never after he to have or claim any benefit of his occupation within the said city or suburbs.

Giving Credit to Debtors.

If any brother of the said company having any money owing unto him by any person or persons for grinding, and then he or they going from him to another brother to get his or their corn ground before they pay and satisfy the same, whosoever receiveth such person or persons (having intelligence of the debt from the searchers of the said company or from the party grieved) shall forfeit and pay for every such offence iij^{s} iiij^{d} to the use aforesaid.

Disobedient to Searchers.

If any brother of the said company be at any time hereafter disobedient, and will not obey the searchers in all things reasonable for the good and benefit of the fellowship, he shall forfeit and pay for every such offence xx^{d} to the use aforesaid.

Carrying Corn upon Sunday.

No brother of the said company nor any of his servants or apprentices shall from henceforth carry or fetch or caused to be carried or fetched any kind of corn, grain or malt, or meal to or from any of their milnes to grind or which is grinded, nor lend their horses for the carriage of any corn, grain, malt, or meal, upon any Sunday, to forfeit for every time so offending iij^{s} iiij^{d} to the use aforesaid.

Carrying [to grind out of the City] not mete.

No citizen or inhabitant of the said city shall henceforth carry or cause to be carried, either by land or

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water, forth of the said city any manner of corn, grain, or malt, to be grinded at any milne or milnes forth of the liberties of this city, except such corn or grain be the proper goods of such person or persons as shall so carry the same, upon pain to forfeit for every such offence vj^{s} viij^{d} to the use aforesaid: except only the free milners of the said city, which shall be at their liberty to carry and recarry at their pleasure.

Taking of Apprentices.

No brother of the said company shall take any apprentice for a less term than seven years; and within one month next after the taking of such apprentice the master shall cause the indentures of his apprentice to be enrolled in the Common Register remaining upon Ouse Bridge [at the Council Chamber], and shall pay for the enrolling thereof iiij^{d} to the Common Chamber, and iiij^{d} to the common clerk, upon pain to forfeit vj^{s} viij^{d} for every such offence to the use aforesaid.

Their Clerk to make Indentures.

No brother of the said company shall at any time hereafter take any apprentice into his service, but within xiiij days next after the taking and receiving the master of such apprentice shall cause the clerk of their company and no other to make the indentures, and to pay for the making of the same and the bond xviij^{d}, and iiij^{d} for enrolling thereof in the company's book; and whosoever shall offend hereafter, he or they shall not only pay the fee to the clerk for the making of the indentures, but also shall forfeit and pay vj^{s} viij^{d} to the use aforesaid.

Assigning Apprentices.

If any brother of the said company (having one apprentice or more) shall fortune to die before his such apprentice or apprentices shall have served his or

their term of his or their indentures, or do give over his or their occupation, then such apprentices shall be turned over to another brother of the said company, who may lawfully take them to serve out their years, whereby such apprentices may lose no time, by consent of the searchers. And he that shall take him shall pay to the searchers for his assignment viij^{d} to the use of the company, and iiij^{d} to the clerk for recording of the assignment. Whoever shall offend hereafter shall forfeit and pay for every such offence vj^{s} viij^{d} to the use aforesaid. Which turning over must be made before the lord mayor of this city. Provided always that if any brother of the said company fortune to die, leaving behind him his wife and an apprentice or more, then it shall and may be lawful for the said widow to keep the said apprentice or apprentices during the term of their indentures to come and unexpired: so that if the said apprentice or apprentices be found insufficient by the searchers, then the said widow is to keep a journeyman to learn them their occupation.

Fee for selling Oatmeal.

Every person that bringeth oatmeal to sell in this city or suburbs shall pay yearly at Michaelmas iiij^{d} to the hands of the searchers of the said company towards the ingress of their stock. Whosoever refuseth to pay the same shall forfeit and pay xx^{d} to the use aforesaid.

Grinding below Rate.

If any brother of the said company do at any time hereafter grind any malt at any less price or rate than that rate or price which is or shall be set down by the lord mayor, he shall forfeit and pay for every such offence x^{s} to the use aforesaid; and none of the said company to take any greater price than shall be assigned them for to have and take by the

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lord mayor and justices of the peace within this city or by the greater part of them, upon pain aforesaid.

3. Guilds.

Only Freemen Admitted.

The searchers of the said company shall not admit, receive, or take any person to be a free brother of the said company before such person be made free of the city and do service and take the franchise oath under the clerk's hand: the said searchers admitting or allowing any such, contrary to the intent and true meaning of this order, shall forfeit for every person so admitted or allowed iiij^{li} vj^{s} viij^{d} to the use aforesaid. And likewise no brother of the said company shall at any time receive into his service any person to be a journeyman but every such journeyman shall pay iiij^{d} yearly towards the increase of the said company's stock, if the said journeyman shall have served seven years at the least as an apprentice in the city with some free brother of the said occupation.

Ground Meal not to be brought into the City.

No manner of person or persons being free citizens of this city shall directly nor indirectly buy or cause to be bought any manner of corn of any person or persons in the country to be brought into this city grinded into meal, to the intent to defraud the lord mayor of this city for the time being of his due for the same, upon pain to forfeit and pay for every such offence x^{s} to the use aforesaid.

Only true Freemen to be Employed.

None of the said occupation nor any other free citizen of this city shall retain, hire, or keep any milner as journeyman or hired servant to keep any manner of milnes within this city or suburbs or liberties thereof unless that such milner so retained,

hired, or kept hath served seven years as an apprentice at the said occupation and be free of this city and of the said company, upon pain of xx^{s} to be forfeited for every such offence to the use aforesaid: provided always that if they cannot be provided of such a milner as before is mentioned that then they shall be at liberty to take a stranger.

Fees to Searchers.

The searchers of the said company shall have and receive thonehalfe or moiety of all and singular sum and sums of money, fines, or forfeitures by reason of the breaching of any of the articles or orders mentioned in this Ordinary at the discretion of the lord mayor.

Fines recoverable by Distress.

All which fines and forfeitures are to be levied by distress or to be recovered by action of debt by the town clerk in the King's Majesty's Court holden before the sheriffs of the said city, wherein no wager of law shall be allowed for the defendant."

To the ordinance is appended a civic award, dated 1688, ordering maltsters to make an annual payment to the Milners' Guild for permission to use their own private mills for grinding malt:—

"Whereas there has been some difference between the company of innholders and beer-brewers and the company of millers in this city concerning the said innholders and beer-brewers grinding their own malt with their own mills, to the general grievance of the company of the said millers, as they do affirm: and whereas complaint hath several times been made unto the lord mayor and court of aldermen to redress the said grievance on behalf of the company of milners: and upon hearing petitions on both sides

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at the court held at the Council Chamber upon Ouse Bridge: By the consent of both parties the matters and differences between them are referred to the Right Hon. Thomas Raynes, present lord mayor, Henry Tyerman and William Tomlinson, aldermen, to be by them examined, and as refers to both the said parties to be adjusted and determined by them:

Therefore they, the said lord mayor and aldermen, hearing the debates on both sides and taking the premises into consideration, and finding that hand-mills, steele mills, and horse-mills for grinding any malt in this city of York (and wherewith several of the said innholders and beer-brewers do grind their own malt here) are a grievance to the common trade of milners in this city by withdrawing their toll or multure which formerly they used to have for grinding malt as aforesaid at their common mills, therefore they, the said lord mayor and aldermen, did order as followeth, viz.:—

(1) That every innholder or beer-brewer within this city having of his own or any others' hand-mills, steel mills, or malt [horse] mills, to grind his malt or any part thereof, shall every year pay or cause to be paid unto the company of milners or the searchers of the said company for the use of the said company the sum of ten shillings of lawful money of England, the said term to commence from Lady Day last past.

(2) That all contracts and agreements whatsoever between the said companies concerning any former agreement between them for the payment of any sums of money by the innholders and beer-brewers to the said milners for the innholders and beer-brewers grinding all malt with the said hand-mills, steel mills, and horse-mills aforesaid, shall be duly performed and paid until Lady Day last past.

(3) This order and agreement made between both the parties by the lord mayor and aldermen for appeasing the differences between the said parties shall be every Lady Day yearly during the continuance of this agreement entered into the Common Register of this city and be signed by the lord mayor then being, as a confirmation of the said agreement between them.

In witness whereof the lord mayor and aldermen above mentioned have hereunto set their hands and seals the 1st day of May, An. Dom. 1688."

The foregoing rules are not precisely those of a guild in the usual acceptation of the term, but rather civic by-laws for the government of the craft of millers. The maintenance of civic supervision over the trade was regarded as a matter of public concern; and offences militating against this supervision being duly exercised were esteemed public offences, fines imposed on offenders therefor being appropriated to the use of the city. Thus penalties imposed upon searchers or supervisors refusing to serve when elected went to the city coffers, as also did the fines inflicted on members of the guild who refused to attend its official meetings. All other offences of members of the guild were regarded purely as matters concerning the company, and fines imposed on them for offending against what were virtually hallmote regulations were appropriated to the use of the guild. The searchers took the place of the usual master and wardens, and were practically city officers, whose fees were obtained from a share of the fines payable to the guild. They supervised the conduct of the trade and controlled the admission of only properly qualified craftsmen into it. It is evident that the authorities, exercising manorial jurisdiction in the city, drew revenue from

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the mills. One rule prohibits the import of grain already "grinded into meal, to the intent to defraud the lord mayor for the time being of his due for the same." But no exclusive right of milling was held by the authorities or any private person with power to alienate or sell. The trade was left entirely to the craft; and the guild practically was endowed with the soke of the city. The authorities, however, fixed the rate of toll; so that though citizens might be free to grind at any mill they pleased within the limits of the city, yet there was no competition between the millers; while the infliction of a penalty upon any miller who should grind at a lower rate than that declared by the city authorities closed all opportunity for their enterprise on behalf of the public. Still, it is evident that the trade appreciated the benefit to be derived from a system of uniformity of rates: precisely as at the present time when millers in the leading centres of trade in England—Liverpool, Leeds, the Potteries, &c.—while they afford each other free scope of trading, adopt a uniformity of price which is successfully maintained without apparent injury to the public.*

3. Guilds.

4. Sworn Keepers.

4. Sworn keepers were ordinarily placed in charge of royal mills, as exemplified at Chester and Dublin. At St. Peter's Abbey, Gloucester, between the years 1101 and 1129, we have an instance of monks entrusting one of their outlying mills to a keeper, Alcher, who was paid for his services a proportion of the earnings of the mill and a grant of tithe and

Text, Vol. IV.

* Very little information seems to be obtainable regarding York Mills. They stood on the bank of the stream immediately below the Castle Hill till their abolition after a fire in 1855. Drake, the local historian, says: "In 4 Edward I. it was found by inquisition that the Templars had a mill near the Castle of York, which afterwards belonged to the kings of England. In the reign of Edward II. these mills were held by lease for forty marks a year. They were subsequently granted from the Crown, but when I know not, and came at last to be settled upon the Hospital of Heslington, built and endowed by Sir Thomas Hesketh, according to the foundation deed among the city records on Ousebridge."

Eboracum, 1736, 149.

an allowance of bread and wine. The agreement made with the keeper, as set out in the chartulary of the abbey, contains the clause: "In the mill he shall do nothing else; nothing more shall he undertake, save the custody of the mills and of the multure, or jundragium, as it is called; and he, not profiting himself by any other undertakings, shall demise his charge in peace, and the lord abbot shall retain it in perpetuity. On the death of the said Alcher there shall revert to our church the right of possession of the receipts [of the keeper]: that is to say, [1] the tithes from the fee formerly held of us by our servant Gosbert; [2] the allowance of bread and wine; [3] from the general earnings of the mills every week a sextar and half a modius of what grain the mills may earn, except oats and barley:—which receipts our monk or servant Alcher receives every Lord's Day. Nevertheless, if any week occur in which the mills cannot earn [sufficient for] the above receipts, then, according as they are less, Alcher shall receive less; provided that, if the mills earn less by reason of any neglect or fault of ours, the reduction to him shall not be enforced."

4. Sworn Keepers.

Cart., St. Petri, Prolog., clxij.

5. The master-miller was assisted by one or more servants, his "knaves" or "garçons." The term "knave," now one of reproach, originally meant nothing more than "servant" or "boy." What more honourable appellation, for example, could there be than the ancient surname Godknave, literally "a servant of God"? The cognomen does not appear to be rare even in the days when surnames of any kind were not common. In 1305 one of the jurors at the survey of Ardee Mills, Ireland, was Adam Godknave; and in 1342 one of the tenants of the rectory manor of Wakefield, Yorkshire, was William Godknave.

5. Knaves or Servants.

Text, King's Mills.

Hist. Rect. Man., App. lvi.

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5. Knaves or Servants.

Shakespeare used the term "knave" as synonymous for "boy":—

> O murderous slumber,
> Lay'st thou thy leaden mace upon my boy
> That plays thee music? Gentle knave, good night.

In "garçon," appropriated from the French, we have the still recognised original meaning of the term. The Scotch legal lexicographer Skene thus explains it—"Garcifer: ane French word; ane garson, ane servand quha serves in the myln; ane milne knave." Law Terms, 1641.

At some mills the knaves were paid for their services by toll, precisely as was their employer, this extra toll being known as the "knaveship." This, of course, was always of smaller amount than that of his employer. In Scotland at the end of the twelfth century, as more fully specified on a later page, the relative rate was as follows:—In cases where the employer took toll varying from $\frac{1}{16}$th to $\frac{1}{30}$th, the knave obtained one fixed rate of $\frac{1}{80}$th (1 firlot in 20 bolles of 4 firlots each); in others where the employer took $\frac{1}{13}$th, the knave was rewarded with $\frac{1}{64}$th (1 firlot in a caldron of 16 bolles of 4 firlots each). For this reason, among others, millers were not permitted to crowd their mills with as many knaves as they pleased; and the early laws of *Regiam Majestatem* (presumably copied from English laws not now extant) contain various enactments on the matter. Text, ch. V., § 11.

The code of David I. (1124–1153) enacts that the number of knaves shall be prescribed by the local authorities: "The servants in the king's mylne or they quha hes ane mylne set to them for ferme or maill sall have na servants bot be the consideration of the gude men of the burgh. And these servants sould be faithfull and of gude fame, and they sall sweare to be faithfull to the king and to his servants; Reg. Maj., 255, lxviij.

5. Knaves or Servants.

to all men qua comes in the mylne; to the maisters anent the takeing and keiping of the moulter; and to them quha comes to the mylne anent the keiping of the cornes; [also they shall be faithful as to] taking just moulter and keiping to ilke man his place in the mylne without fraud or guile." The "moulter" which the miller was to take and hold in store was the toll-grist, or thirlage; and they "who came anent the cornes" were the overseers from the king's chamberlain or the private owner, who visited the mill from time to time. In "the Statutes of King William made at Perth" (1165–1214) the number of employés in each mill is stated as having been decided in a law declared at Scone, and is limited to two: "It is statute at Scone be King William and common consell of the realme that all they quha hes mills in ther lands sall have ane maister and twa servants, mil knaves, quha sall swere to be leill and trew to the lord of the land and his men." The concluding stipulation in the law of David I., that every man shall be kept in his place in the mill without fraud or guile, is explained in a later law, "the Statutes of the Gild of Berwick-upon-Tweed," passed in 1283, in which the king's chamberlain, in his peregrinations through his district, is enjoined to conduct various inquiries as to the methods of local government, and among other matters as to the conduct of the millers: "Myllers sould be challenged and accused that they hald not mae servants in the mylne then is permitted to them be the burgesses to the great hurt of the king and the people. [Also lest] they keip not to ilk man his roume in the mylne as they sould doe, bot for profitte suffers ane to occupy ane other man's place and roume." This was evidently a provision against "sweating," employing one man to do the

Ibid., 281, xj.

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work of two, engaging inferior and cheap labour; so that, while the miller was not allowed to have too many hands in the mill, neither was he permitted to have too few. At the king's mills at Chester, managed by a sworn keeper, about 1400, it was alleged that the staff was insufficient. The jury found that there ought to have been in the said mills five masters or efficient millers, each with his knave, and one other master or foreman over the whole (there being at this time, therefore, five pair of stones in the mill). But instead of this complete staff "they be but three with their knaves" and the overseer; and this was made ground of complaint by the citizens; though, as each one of the masters and knaves was alleged to rob the citizens by extortionate toll, the reduced number might be thought to have afforded them some satisfaction. At Paris, it will be remembered, no such restrictions prevailed, millers being freely allowed what assistants they pleased, who might even grind at night if the masters were present.

Text, Vol. IV.

Every monastery retained among its several mills one for its own private use, this being the "molendinium d'aulam" of Domesday; such a mill being worked by lay brethren in the employ of the abbot or prior and paid by a corrody allowance or in money. In the chartulary of Ramsey Abbey, Huntingdon, are two lists, apparently of the thirteenth century, of such payments to various officers of the house, among the subordinates being the millers and bakers. In one account are entries for 2s. paid to Molendinarius, the miller, and 3s. 4d. to Adam pistor, the baker, at Easter. Another list contains the entries:—

Text, II. 115.

Cart. Ram., doc. dcxlii.–dclxxxv.

In pistrino duo magistri. Uterque eorum accipiet quatuordecim panes in pistrino: pro mercede unus eorum quatuor acras in Wardebusc, alter quatuor in Bitherna.

Unus molendinarius: quatuordecim panes in pistrino: pro mercede accipet tres acres in Elintune.

In the bakery are two mastermen, each receiving fourteen loaves in the bakery; and, for wages, one of them having four acres in Wardbusc and the other three in Bitherna.

There is one miller receiving fourteen loaves in the bakery, and for wages having three acres in Elintune.

5. Knaves or Servants.

The period covered by these corrodies of bread seems to have been a week; but the absence of definite dates and terms in the list renders the document somewhat vague, while the rarity of records of the kind makes collation at present impossible. At St. Peter's Abbey, Gloucester, the regulations set down for the government of the house servants, about 1266, afford us another glimpse of the miller: "The sub-cellarer shall frequently accustom himself to visit and supervise the millers in the great house, the brewers in the brewery, and the bakers in the bakery, noting that they are faithful and every one of them expert and competent at his business."

Cart. Mon., S. Petri, Glou.

In ordinary mills at a later period the payments to journeymen millers were made in money, the amount being fixed, together with the wages of other artificers, by the local authorities. In 1593 the rates of wages fixed by the authorities for the county of Chester included: milner, 30s. per year with food, £3 13s. 4d. per year without, or twopence a day without. In 1596 the miller in the city of Chester received 30s., 80s., or 2d. severally. As enacted at the Sessions at Drypool, Yorkshire, April 26, 1593, such an artisan was to be "a milner that is skilful in mending his mill," and in this instance he was to receive "26s. 8d. per year, with a livery of 6s. 8d."—the livery being his living or board, and the 6s. 8d. being the alternative rate of payment per quarter. For purposes of comparison it may be noted that at Chester in the same year

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a fulling miller received under the same conditions 26s., 80s., 1½d.; and a "walker" (a fuller working by the action of the feet) 23s. 4d., 74s., 1¼d.; a shoemaker, 30s., 76s., 2d.; a joiner, 30s., 63s. 4d., 2d. At Rutland in 1610 a chief miller was to receive £2 6s. and a common miller £1 10s. 8d. per annum, apparently with board, in each case. In 1763 at Preston it was decided at Quarter Sessions that "a miller shall not take by the year above iij^{li}," or a shade over a shilling per week, for his wages.

5. Knaves or Servants.

6. Travellers and Carriage of Material.

6. From the days of Vitruvius to the time of Oliver Evans, of Philadelphia, who invented elevators, it was a constant reproach to millers that they were extravagant of labour, carrying with great trouble grain up the mill and flour down again. But after all it does not appear that the old-world grinder was quite so obtuse in the matter as might be supposed. He often had his own labour-saving appliance — none other than his customer himself. It is not always the miller who in the antique views is seen toiling heavily up the stairs, bowed beneath a load of grain, or painfully plodding down again under the weight of a sack of flour, this labourer very often being the customer.*

Carrying into Mill.

* The illustration is a reproduction of the trade-label of Andrew Miller, bookseller, Edinburgh, occurring in a copy of a theological exposition, printed for him at Rouen, 1506, and now in the King's Library at the British Museum.

6. Travellers and Carriage of Material.

Frequently the miller contended that it was his business only to grind grain, not to carry it—his duties thus commencing when the grain was in the hopper and the mill began to move, and ending when the flour was in the sack and the mill stopped, any incidental work being altogether outside his duties. He worked, in fact, upon the very excellent "terminals" system, which in modern times has been adopted by the railway companies, with the happiest possible results to their shareholders—the companies contending that their business is to run merchandise along the rails, not to haul it about station-yards and lift it on to trucks, or if they must perform this duty an extra payment must be made for it. The miller of old also usually required payment for such extra work. At Chester in the fourteenth century an extra toll-hoop of grain was paid to the Dee millers, "so that they should help the brewers in the said mills to bear their corn to the hopper to be ground and lift their sacks upon their horses,"—this charge being ingeniously revised about a century later by the millers taking the extra toll-hoop grain, but leaving the brewers to perform the carrying operations; though, after lasting forty years, the matter was put back on its old footing.

Text, Vol. IV.

Still, the carriage of grain and flour to and from the mill frequently devolved upon the miller. It is evident that in the earliest days of soke mills the owner of the grain and flour performed this duty for himself. As shown in another chapter, manorial lords owning mills were bound to suit the convenience of their tenants in choosing a mill site, and in the eleventh century Bishop Fulbert complained on

Text, ch. VIII., § 7.

The same trade-mark was used by the French printer Jehan Moulin, a specimen of which may be seen in a rubbing from the embossed binding of *Summa virtutum et vitiorum, G. Paraldi, Paris*, 1519, now in the Art Library, South Kensington.

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behalf of the residents of a certain manor that they had to travel five leagues to the mill to which they were astricted. It is clear, therefore, that in this case the miller did not carry the material to and fro. Again, in the grant of a watermill by Sir Gerard de Mansfield to the monks of St. Agatha in 1190, a right of way across the fields is granted, not only for the millers, but for persons bringing corn to be ground (at the same time it must be said horses were attached to this mill). And many other allusions to the custom may be found. But gradually the millers began to perform the carrying; an inventory of the priory of Durham in 1446 includes "one horse for carrying grain and barley." With the assumption of this duty they of course charged extra toll for it, the addition being found entered on many customs rolls after the fifteenth century. The French custom at Saintonge (arts. 7–9) states: "The lord shall take for himself or his millers one-sixteenth as profit, and for this the miller shall be held to go for the grain and deliver the flour at the houses of the tenants, if by ancient custom the tenants have not been used to carry their grain and flour to and fro."

Text, ch. II., § 3.

Surtees, Pubs., ii. 94.

Stow quotes a civic order, issued to millers in London in 1468, stipulating the rate for grinding and permitting an additional charge for carriage. The order is quoted "as I extracted it out of an ancient book of the clerk of the market"—the book proving to be "The Assize of Dyvers Artificers aftyr the Book of Henry Brooke, esquire, clerk of the market of our sovereigne lord King Edward the IV., in the yere of his most noble reign the eighth, and in the yere of Christ MCCCCLXVIII." The regulations regarding millers include the following: "Thys ys the Assize of a Myller. That he have no Mesures at his Mylle but if they be assized and selid according

Strype's Stow, 1720, ii. 343.

6. Travellers and Carriage of Material.

unto the Kyngis Standard. And he shal have of every Bushel of Whete a Quart for the grinding if it be brought unto hym; and if he fetche it he shal have a Quarte for the grinding and anoder for the fetching. And of every Bushel of Malt he shal have but a Peynte for the grinding if it be brought to him; and if he fetche it he shal have a Pynte for the grinding and anoder for the fetching." Later still the millers were forced to carry the material without any such extra payment, and early in the seventeenth century the usage was very ordinary. Sir Edward Moore, lessee of the king's mills of Liverpool, in the middle of the century complains of having been compelled to "set up a carrier" in consequence of Crosse, the owner of another mill in the town, having done so. Thus lessees of mills came to be usually bound by owners to keep horses and carry material. At Jedburgh in 1670 it was resolved by the commonalty owning the mills that "the tacksmen, fermorers of the saids mylnes, sall upon thairowne expensse carie and transport the malt and cornes of the haill inhabitants from thair houses and uther pairts within and adjacent to the said broughe to and fra the said mylns, and sall deullie and reddilie answeir everie inhabitant as they sall be requyred upon tymous advertisment." At the Canongate Mills, Edinburgh, at the opening of the present century, a considerable amount of litigation was created by the lessee discontinuing the service of carriage which the thirled gristers, or burgesses bound to grind at the mills, had hitherto received, the action being brought by the Incorporation of Bakers against the owner of the mills. Among the evidences proving the ancient custom was a complaint of Jean Stevenson, lessee of the mills in 1684, against the bakers and brewers for overloading her horses:

Text, Vol. IV.

Incorporation *v.* M'Dowall *als* Gilmour, 1808–13.

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"Ye saids baxters and breuers, thyr extraordinar bags bringing to ye saids milns, qrby shoe is nocht only prejudged in her multer, bot lykwayes her horssis are in heazard of thyr lyfe by ye load layd on ym from tyme to tyme"—it being subsequently arranged "yt yr horssis be nocht overleaded," and the tariff of payment for carriage being settled. In 1719, again, it was stipulated that, "when any of the freemen have got their wheat ground, and such freeman is early straitened for want of flour, the loadmen ought to carry home the flour if desired before eight o'clock at night in the winter and nine o'clock in the summer." Near the mills were lofts belonging to them where grain that could not be immediately ground was stored, being carried there from the bakers' premises by the millers. The incorporation owning the mill had built other lofts adjacent for the same purpose, and the millers then carried the grain indifferently to the old or new lofts or into the mill. On the lessee discontinuing the service in 1802, an action was brought against him by the bakers. To his allegation that they had carried the grain themselves they pleaded that they only paid for the porterage into the lofts, not for the carriage, though upon occasion they had done this for their own convenience: "It was correct that, when the bakers had a cargo of wheat to remove from a vessel at Leith, they were in the habit of employing carts at their own expense, as on any sudden emergency, such as the arrival of a large cargo, they found it every way more expedient to have the cargo transported immediately by carts hired by themselves than wait the slow process of having it carried by the carts belonging to the miller; for they never pretended that the mill-master was on all occasions obliged to keep a sufficient number of horses and carts

ready to carry a whole cargo of grain instantly on its arrival."

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An obvious development of the custom of millers carrying material was their practice of travelling about in districts free from soke and soliciting custom. In the seventeenth and eighteenth centuries the practice was anything but popular among manorial mill-owners: their own customers, of course, were secure, and dare not evade the mill except at great risk; and the incursion into these preserves of travellers from distant mills offering to grind at finely cut rates was condemned and forbidden as a decidedly illegal interference with vested manorial rights and privileges—an "overlapping" which was not to be borne. French manorial customs very commonly protected millers from travelling about soliciting custom outside their own manors, and sometimes even within them. Such a proceeding was not inappropriately termed "chasing the grain," chasser blé, being the equivalent for the modern term "canvassing"; and the spirit of its prohibition probably was such as would be generally approved of in the present day. *Touraine* (art. 3)—A lord may prevent millers coming to canvass on his lands, and if any such be found the grain or flour shall be legally confiscated. *L'Isle Savari* (art. 5)—Tenants are themselves to carry their grain and flour to and from the mills, and no millers shall come to canvass: if any be found, the beasts and flour or grain are to be confiscated, declaration being made to the bailiff. The customs of Artois (art. 145) and Amiens (art. 240) enact similar provisions. *Montdidier, Peronne, and Roy* (art. 14)—Millers shall not go within the soke limits of other lords than their own to seek grain or carry flour under pain of 60 sous fine; or if found upon the manor, confiscation of the grain or flour, horses, wagons, carts, and harness.

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Millers may at all times pass and repass through the villages and lordships without liability to any fine or compensation, provided that they have not charge of such grain or flour. *Amboise* (art. 1)—The king has reserved in his barony of Amboise the right to prevent any millers dwelling in the barony or elsewhere seeking grain from the tenants of the barony to grind at their mills, unless these be the soke mills of his majesty, the millers of which are privileged. *Château Regnault* (art. 1)—Millers from non-banal mills have not the right to and shall not seek in the "chastellain" grain to grind without the permission of the lord or his fee-farmers. *St. Ciran en Brenne* (arts. 2, 3)—It is prohibited to all millers to canvass at the houses here, seeking grain. If any millers of the lordship be found so doing, they shall pay a fine of 60 sous: the beasts, harness, and grain to be seized as surety for payment, but the flour to be restored to the tenant to whom it belongs. If millers from other lordships are found, they shall suffer the same penalty and the confiscation of the grain, if captured within the manor: if captured outside the latter and the canvass is proved, the lord shall have right of action to recover the fine and the amount of multure.—By the customs of Paris (art. 72) and Orleans (art. 101), where soke was not maintained, millers were at liberty to "chasser" anywhere except in soke districts.

As a special favour, however, permission was sometimes granted to mill-owners to send out travellers. Thibaut, Count of Champagne (1183–84), gave two charters to the priory of St. Ayoul, granting freedom to the priory millers to canvass in all the towns of the province for grain to grind.

7. Working on Saints' Days and Sundays.

7. Ancient Rome under paganism ceased work at her myriad corn mills for the Vestalia and other saints' festivals and public holidays; and under

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Christianity on Sundays. The Christian law which permitted works of necessity to be performed on Sunday seems, however, to have early been perceived to include, under exceptional circumstances, the working of a corn mill. Still, as a rule, this work, like all other trade pursuits, was stringently prohibited in early medieval and modern times. Various of the monkish legends are expressly directed against profanation of either the Sabbath or a saint's day by corn-milling. As early as the year 888 are the traditions recorded by the French monks of St. Bertin's of a woman who lost the use of her arm by grinding corn on St. Bertin's Day; and of another unfortunate housewife who, performing the same operation on Sunday, found her hand adhering so firmly to the handle of the quern that, until she invoked the aid of St. Denis, it was impossible for her to remove it. The Hibernian mill of Fore which would not work on a Sunday seems to have been an exception to the general run of Irish mills, which presumably would and sometimes did work as readily on Sunday as any other day of the week; and the same may be said of its English colleague the watermill of Wakefield, which thwarted all attempts of its owner to work it on the day of rest. It seems that the Wakefield mill had offered no resistance to Sunday labour till the year 1201, when, on the arrival in its vicinity of Eustace, abbot of Hay in Normandy, and his delivery of various homilies against the desecration of the Sabbath, it seems to have become converted, and refused to work further on the sacred day. To make matters worse, Eustace insisted upon Sunday being understood to extend in the old Saxon fashion from three o'clock on Saturday afternoon to sunrise on Monday morning, which on a winter morning

Text, I. 188, 204.

La Vie Pr. Fr., D'Aussy, i. 58.

Text, II. 87.

Hist. Wakefield, Hewitt, 1862, 359.

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would probably be at about nine o'clock.* The Wakefield miller, despite the warnings of the abbot, persisted in his intention of working on Sunday; whereupon the corn, while in the act of being ground, was converted, not into flour, but into blood which poured forth from between the stones; while, as soon as this transformation was effected, the mill promptly struck work and stood with its wheel immovable against all the power of the current of the Calder to turn it. Legends such as these served, where higher incentives failed, to secure the due observance of the Lord's Day; but later throughout the country the custom of closing mills on Sunday has for centuries been rigidly observed. Not alone public opinion, but the opinion of the trade supported the custom, and one of the regu-

Text, ch. v., § 3.

lations binding members of the Millers' Guild at York in 1623 even prohibited the carrying of grain to the mills on Sunday. However, the rigidity of the observance was ordinarily tempered by grinding being fully permitted under exceptional circumstances. In dearths, when corn was to be had sparsely and irregularly; after droughts, which had dried up the small streams of watermills; after calms, which had long kept idle windmills,—under such exceptional conditions milling on Sunday was considered as a work of necessity throughout the Middle Ages and down to very modern times. An instance of the smart manner in which the concession was once

Text, II. 316.

taken advantage of at a Liverpool windmill early in

* A canonical rule of Theodore, Archbishop of Canterbury (668–690), declares Sunday to last from eve to eve, and the Ecclesiastical Institutes enjoin attendance at Church on Sunday eve (Saturday night). The laws of Wihtræd of Kent (690–725) prohibited all labour from sunset on Sunday eve (Saturday night) to sunset on Monday eve (Sunday night). Edgar in his laws (959–975) directs the festival of Sunday to be kept from nine o'clock on Saturday night till dawn on Monday; and the laws of Canute (1017–1035) preserve the same duration of the day of rest. This liberal extension of Sunday was indeed generally observed till towards the close of the fourteenth century.

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the present century is already related. In later ages conditions have so vastly changed, ample supplies of both grain and flour being constantly available, and the trade as a body depending for motor-power upon neither water nor wind, that Sabbatarian views are once again stringently to the fore; and though the canonical rule as to duration of Sunday has been greatly modified, millers who may attempt to evade it are nowadays usually enmeshed in the law. In the early part of the present year (1899) the tenant of a watermill at Chittlehamholt, near Chulmleigh, was summoned for grinding on Sunday, having refused to stop when warned by the police and water-bailiff. His defence was that he had done nothing more than was usual in country places after a time of drought, and this latter being proved the case was dismissed. In another case the miller of Silverton watermill was summoned at Cullampton for driving his mill on Sunday. It appeared that on being warned by the police he desisted—a fact which tended more to secure a dismissal of the charge than did his statement that he had received a good order on Saturday, and sooner than lose it had started the mill on Sunday morning.

Milling, Feb. 1899.

At Paris the millers of Great Bridge, when summoned, about 1270, by Boileau to record the customs of their craft, the usage with regard to Sunday working was stated with extreme explicity. Though by one of their rules it was permissible for mills to go day and night, yet it was prohibited to run mills on Sunday till vespers sounded at the church of St. Lefroy. Contrasting with this ancient custom is the modern statement of Paul Sébillot that in France and Belgium ordinary millers do not greatly object to work on Sunday; nor indeed have they any high repute as a church-going community—so far from it, in fact, that the Sunday

Text, ch. v., § 3.

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after Easter is there known as "Millers' Sunday," all other trades professing to attend Communion service at Easter, and the millers putting it off till the Sunday after. Still, with all their indifference to the observance of the Sabbath, they are extremely particular in the observance of certain saints' days, stopping their mills on such days with all the scrupulosity of millers of ancient and medieval times. In Belgium generally this is done on St. Catherine's Day, she being patron of the wheel. At Liège they observe the Feast of St. Gertrude. At Cassel on the patron saint's day the idle sails of windmills are placed in the form of a trefoil; in somewhat the same way as in the north of France, when, on the death of the miller or a member of his family, the sails are set at rest in the form of a Latin cross till or during the interment—a mute mourning vividly contrasting with the Vendôme custom on the occasion of a marriage, when the sails, bearing each a huge bouquet on its tip, whirl swiftly on their usual round, waving their gay favours merrily to the skies. In Autun the mills stop on November 11 in honour of St. Martin—about whom, by the way, the old French peasantry had a wondrous story to tell, albeit one which reflected somewhat injuriously to the grinding trade; in that it set out the same as a vast money-making business, which, as every honest miller will state, it very rarely is or was.*

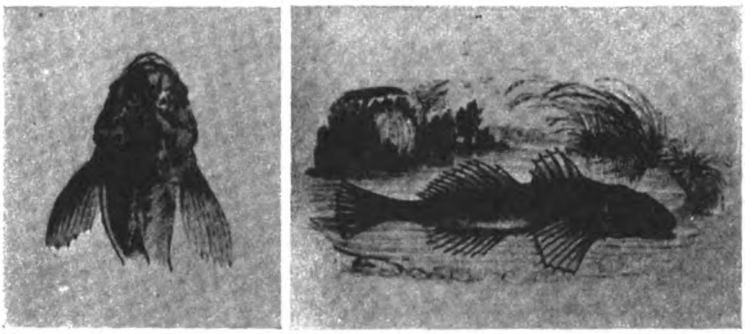
* According to the legend, which is told at Berri, the Evil One, once revolving in his mind what business he might embark in to earn a large sum of money in a short space of time, became convinced that the most promising one was that of milling. Therefore he had all the parts of a mill forged, reared the structure on the banks of the River of Fire (*l'Igneraie*), and set to work. Custom from all sides came so thickly, and the business of the new concern became so great, that all the ordinary millers of those parts were speedily reduced to idleness. But notwithstanding this vast success Satan treated his customers so very badly that irritation was roused among them also. At this juncture St. Martin happened to pass that way, and, on being appealed to, determined to outwit the Prince of Darkness. He set up a superior mill on a stream some distance from the River of Fire, and ground so well and took such just toll that he speedily secured the trade, and the original mill had to be shut down. Satan now opened negotiations with the saint for an exchange of mills, bargaining also, if a deal were concluded, to pay St. Martin a sum of a thousand pistoles. The exchange

8. "The Miller's Thumb."

8. Chaucer seems to have been the first to call special attention to the great distinguishing physical trait of the miller—the peculiar conformation of the thumb of the right hand. The poet chose to designate it by an appellation which has never been forgotten—

> He had a thumb of gold pardie! . . .
> Well could he steal and tollen thrice,— Cant. Tales, 565.

suggesting, for reasons which he himself knew best, that customers' flour adhered in large quantities to the wonderful thumb. For this or other reason "the miller's thumb" early became known throughout the world; and in 1610 the Countess of



"The Miller's Thumb," or River Bull-head (*Cottus gobio*).—*Page* 144.

Southampton, writing to her husband, affords an instance of the colloquial use of the then well-understood term: "All the nues I can send you that I thinke wil make you mery is that I reade in a letter from London that Sir John Falstaf is made father of a godly miler's thum, a boye that's all heade and veri litel bodye: but this is a secrit." The term, in fact, was due to the shape of the thumb of the flour-grinder: the most appropriate explanation of the peculiarity perhaps being that of Yarrell,

Hist. MSS. Com., App. I Rpt. 148.

was duly effected; and the Evil One found, to his dismay, that, whereas his own mill had all been of forged iron, that of the saint was constructed of pure ice, and in its new locality thawed in a week and ground its grain into paste.

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who, in describing a small fresh-water fish known as the "miller's thumb," explains the origin of the term, "as communicated to me by John Constable, Esq., R.A., whose father, being one of those considerable millers with which the counties of Essex and Suffolk abound, was early initiated in all the mysteries of that peculiar business."* Yarrell, in describing the fish, a species of Uranidea, commonly known as the bull-head, observes: "Its head is smooth, broad, and round, resembling the form of the thumb of a miller, as produced by a peculiar and constant action of the muscles in the exercise of a particular and most important part of his occupation. All the science and tact of a miller is directed so to regulate the machinery of his mill that the

8. "The Miller's Thumb."

Hist. Brit. Fishes, 1836, i. 56.

* This engraving of a mill is copied from Yarrell's reproduction of a sketch given to him by Constable, who stated that the mill was situated near Stourhead, and possibly may be one with which the artist had some connection in his early days.

Near Stourhead.—*Sketch by J. Constable, R.A.*

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meal produced shall be of the most valuable description that the operation of grinding will permit under the most advantageous circumstances. With stone-grinding the miller's ear is constantly directed to the hum made by the running stone, its exact parallelism to the bed-stone, indicated by a particular whirring sound, being a matter of the first consequence. At the same time his hand is constantly placed under the meal-spout to ascertain by actual contact the character and quality of the meal produced. The thumb by a particular movement spreads the sample over the fingers, and the thumb is the gauge of the value of the produce. By this incessant action of the thumb is produced the peculiarity of form, said to resemble exactly the shape of the head of the fish so often found in the mill-stream." A species of fossil, gryphites, found in the oolitic rocks, is also popularly known as the miller's thumb. In an interesting little milling story, abounding with allusions to the every-day life of the old-fashioned miller, are two or three apt references to the famous thumb: "When the child desired to go into the windmill, the miller's wife would take the boy's hand tenderly in hers and make believe to examine his thumbs, and would reply, 'Wait a bit, love: thee's a sprack boy and a good one, but thee's not rightly got a miller's thumb.' And thus it came about that Abel was for ever sifting bits of flour through his finger and thumb to obtain the required delicacy and flatness which mark the thumb in the miller born; and playing lovingly with little Jan on the floor of the round-house, he would pass some through the babe's hands, crying, 'Sift un, Janny! Sift un! Thee's a miller's lad, and thee must have a miller's thumb.'" In another passage a reference to Rembrandt evokes from one of the personages of the

Jan of the Mill, Ewing, 1892, 16.

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story, "He lived in a windmill and was a miller's son; maybe he'd a miller's thumb!" (p. 87). And elsewhere: "Jan, as he pondered, began to sift the flour mechanically between his finger and thumb. 'He be used to flour, seemingly,' said the baker. 'Was 'ee ever in a mill? 'Ee seems to have a miller's thumb'" (p. 126).*

The old-fashioned method of testing the flour (which of course has been termed "a rule of thumb") is generally passing away, but is by no means despised; and millers may still occasionally be found in possession of a "thumb." From the foregoing it is evident that, if the miller of old had a "thumb of gold," it was due to his constant and conscientious discharge of duty. No amount of purloining grist would ever have produced the remarkable phenomenon of the bulky thumb, though Chaucer seems to suggest that it did; and this is a consideration which seems to take the sting out of the thousand and one sarcasms which for ages have been levelled against the phenomenon. The true proverb is or should be, therefore, that it is the hard-working miller who rejoices in an auriferous thumb. Still, it is not by the thumb alone that the meritorious miller may be recognised; since, as is well known, "every honest miller has a tuft of hair on the palm of the right hand, though it needs an honest man to perceive it"—

* In the same story (p. 35) is illustrated an old milling tradition we have not met with elsewhere: "'And so, ma'am,' said the nurse, 'her ladyship being gone to town, thinks I, I'll take the dear child to the windmill. For they do say where I came from, ma'am, that if a miller who's the son of a miller and the grandson of a miller holds a child that's got the whooping-cough in the hopper of a mill while the mill's going it cures them, however bad they be.' . . . The miller scratched his head. 'I've heard my father say that his brother that drove a mill in Cheshire had had to do it,' said he, 'but I never did it myself, ma'am, nor ever see un done. And a hopper be an ackerd place, ma'am. We've ground many a cat in this mill from getting in the hopper at nights for warmth. However, I suppose I can hold the little lady pretty tight.' And finally, though with some unwillingness, the miller consented to try the charm, being chiefly influenced by the wish not to disoblige the gentlefolk at the Grange." The charm was tried, and either by that or the fine healthy breezes of the district the infant was rapidly cured.

for which, by the way, it is said very few people seem to possess the necessary ocular powers.

8. "The Miller's Thumb."

For another pollicarian peculiarity—the three thumbs of a miller—the craft is or may be indebted to the Cheshire prophet Nixon, who, it will be remembered, foretold the battle of Bosworth 1485, his own death, and other minor matters. In the year 1745, during the Rebellion, these were a subject of general curiosity, and Fielding has introduced them in one of his novels as superstitions then current. Says Partridge in *Tom Jones*: "All the prophecies that I ever read speak of a deal of blood to be spilt in this quarrel; and the miller with three thumbs, who is now alive, is to hold the horses of three kings up to his knees in blood."

Ormerod's Cheshire, 1882, i. 183.

9. Several charters already quoted stipulate for the grinding of grain within twenty-four hours of its delivery at the mill, in the event of failure tenants to be at liberty to take it elsewhere. The same usages prevailing on the Continent are fully set out in various local customs. Odo, Bishop of Paris in 1199, granting a charter to the village of Marne, near St. Cloud, binding the inhabitants to grind according to the customs of St. Cloud at the episcopal mill, stipulated that if during a day and a night their grain were not ground they should be at liberty to take it to any other mill. Gautier, Count of Rhetel in 1255, provided that if the grain of the inhabitants of the bannalium lay at the mill a day and a night, and the miller did not grind it, then might they carry that grain to be ground at any other mill without penalty. But as all mill-owners were not impressed by this sense of justice, various civic customs provided for the eventuality. *Lodum* (c. 1, art. 9)—The miller shall be held to deliver the flour well and properly ground within two days and one night or

9. Time allowed for Grinding.

Chart. Episcop., Paris, fo. 51.

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two nights and one day, which make thirty-six hours, otherwise the tenant may retake his grain and grind it where he pleases, and he shall be believed on his oath as to the delay: "il sera crû à son serment de ce retard." *Angoulême* (art. 30)—When grain has stayed at the mill twenty-four hours without being ground, the tenant may, for this time, take it to be ground where he shall please. *Nivernois* (c. 18, art. 8)—The miller shall not detain the grain more than three days, after which time the tenant may take it away without fear of fine. *Maizières* (art. 3)—Grain of a tenant is held to wait at the watermill three days and three nights, and at the windmill one day and one night [the watermill being evidently of the smaller capacity of the two].

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The miller was not, however, permitted to prefer one tenant to another in the order of grinding:—*Maizières* (art. 3)—The tenants are to grind at the mill in the order of their arrival; and if the miller deals with them otherwise he is held liable to fine and damages, unless with respect to the corn of the lord, which is to have preference. At Paris an ordinance of the provost in 1382 declared that millers shall be held to grind the grain in the order in which it arrives at the mills, without preferring any one person to any other, whether rich or poor, under pain of fine—no preference for a lord's grain being necessary to be mentioned, as at this date there was neither soke nor soke-owner in the city.

10. The Toll-dish.

10. The earliest toll-dish was probably nothing else than the hand of the miller. Nor was this a surreptitious mode of measuring grain. Others than millers adopted it, and were authorised to do so. Henry II. granted to the hospital of St. Giles, Shrewsbury, a toll out of every sack of grain and meal exposed for sale in Shrewsbury market: the

Owen and Blakeway, ii. 172.

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monk taking, of grain, as much as he could hold in both hands—"palmatam duarum manum"—and of meal one handful. The hospital of St. Giles, Chester, was endowed in the same way by Edward III. with toll on produce in Chester market—one handful from every sack of wheat, and two handfuls from every sack of oats. And at the close of the fifteenth century the handful was still extant:—

Helsby's Ormerod, i. 352.

> Yelspe: a hand full, a goping or gopper full; Promp. Parv.,
> A jointe: as much as can be held within both hands together. 1499.

One of the French customs (*Sole.*, tit. 12, art. 14) specifies toll to be taken at the rate of "une poignée en chaque conque de blé," "one handful out of every measure of wheat"—the latter containing (according to the custom of Bayonne) 54 lbs. without the sack. So that, if the early miller took toll in this rough-and-ready manner, he was merely following a well-known and generally recognised custom. However, in any case the craft was very early enjoined to take toll in a more precise mode, and in this country it is only in connection with decided irregularities that we have any record of toll being taken by the man of large grasp. At the Chester inquisition, towards the close of the fourteenth century, it was found by a jury that the millers there not only took their toll by an extortionately large dish, but also took as much flour as the open hand would hold: "quantum super manu suam extensa capere poterint." Further, "when any man or woman brought three or four bushels to be ground, the millers do take of every sack two handfuls or three at the least, whereof they ought to take nothing."

Text, Vol. IV.

The toll-dish—that lowly scoop of office with which, as it were, the miller ruled the antique world—appears in these days to be appreciable rather in the abstract than the concrete. In every mill there

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certainly was such a dish, but the probable quantity of its contents, when filled with toll, remains matter of doubt. Its capacity, moreover, was never uniform—one toll-dish held more grain than another; and like the rod of old, that blossomed into a stately tree, the actual "dish of toll" grew and became swollen in size age after age, till at length no one could exactly tell what its original proportions had been. As a matter of fact the dish as a measure seems to have been but a name; and in ancient times few millers probably tolled the corn with any vessel of uniform capacity. It is to be remembered that at the rural mills scattered through the country by the thousand the customers of the miller were not as a rule the bakers bringing the then comparatively large quantities of two or three sacks at a time, but small consumers—the villein with his half-bushel of rye, the cotter's wife with her little bag of meslin; and as a very small dish would be needed to measure $\frac{1}{16}$th or $\frac{1}{20}$th of these little batches, the readiest practicable dish or scoop would be used for the purpose, if indeed the toll were not taken merely by the handful. Perhaps some such small "dish" was used as that mentioned in Ramsey chartulary, which had a recognised standard capacity: "If the tenant grinds or does other work for the abbey, he shall have two dishes [duos discos] of wheat, barley, or peas; of which dishes sixteen make the fourth part of a quarter,"—the dish containing, therefore, only one-eighth of a bushel. It certainly was some such small toll-dish as the foregoing mentioned in the early Continental charter quoted by Du Cange: "De panibus vero oblians concordam est ut duo fierent de una moldureira bene concussa et in testa rasa"—"It is agreed that two loaves shall be made from one toll-dish of grain well shaken and razed on the top."

Cart. Ram., doc. ccxxii.

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The process with small batches of grain would be that the miller would measure, say, fifteen of the small dishes of grain into the mill, and place the sixteenth aside for toll; and it is in this sense that we are to read the numerous manorial enactments that the miller shall grind "at the fourteenth [or sixteenth, &c.] vessel," as well as the curiously phrased order of the Bishop of Paris that his millers should grind fourteen bushels for the fifteenth: "molent quatuor-decim boissellos pro quindecimo." Thus the early toll-dish was not necessarily a measure of any fixed capacity, and so long as the proper proportion of grain taken was observed any convenient dish or measure clearly was anciently used for the purpose.

La Mare, Traité, ii. 157.

Still, when grain in large quantities from the bakers was measured and the rate of toll calculated, it was a standard measure that the miller had to use. Doubtless the ancient irregular method of taking toll led to so much dissatisfaction that the Legislature intervened to fix a more regular system, and accordingly we find the Statute of the Bakers (attributed to the thirteenth century) enacting that "the measure by which toll is taken shall be in accordance with the measures of the lord the king; or if not, the miller shall be grievously punished." The toll-dish was therefore of some standard capacity, and possibly in some places was a bushel measure, called a "sceppum," or scoop. This is mentioned in Ramsey chartulary in 1307: a certain tenant is to give of his own corn for sowing half an acre of land "the eighth part of one quarter, that is to say one sceppum." Bishop Fleetwood, referring to this measure, calculates from another source that it held a bushel: "Here (*Antiq. Peterboro.*, 304) I meet with the word 'sceppe,' which the glossaries forget; but it signifies a bushel, as appears by casting up the sum where 28 quarters

Cart. Ram., doc. ccxix.

Chron. Precio., fo. 1237.

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and 1 sceppe of wheat are valued at £4 13s..9d., which is just 5d. the bushel." At the same time the bushel would certainly be generally found too large a measure for such use in those days; and as there is evidence pointing to the half-bushel in use as a toll-dish, perhaps that may more safely be estimated to have been the standard dish in general use during the Middle Ages. The utensil was then known as the "toll-fat," the capacity of which is found at places so far apart as Chester and Kent to have been half a bushel. Bishop Kennett, referring to the term "toll-fat" (which is derived from the Saxon fat, fate, or fæt, meaning a dish or vat), states in his *Glossorial Collections*: "A tofet is the measure of half a bushel in Kent."* And at Chester in the fourteenth century, at an inquisition held regarding alleged malpractices at the king's mills, the jury found that the toll-hoop or toll-fat in use there should be sixteen to the quarter of grain (half a bushel), but it had been supplanted by one called a "schole," which was but thirteen to the quarter. The capacity of half a bushel was for ages, in fact, a fixed measure of general utility in the public mind. It appears in the early Saxon eightendale, eightyndyl, or eyztyndele,† the eighth part of a coomb or half a quarter, and therefore the sixteenth part of a quarter, *i.e.* half a bushel; and in later ages seems to have been generally adopted as the ordinary measure of a toll-dish.

10. The Toll-dish.

Lansd. MSS., 1033.

Text, Vol. IV.

Whatever its capacity the dish had not only to be of standard size, but had to bear the stamp of the manorial authorities in testimony of its accuracy. In London in 1468 millers were to have no

* The fat or vat was itself a recognised measure in London in 1413, when the Act 1 Henry V., c. 10, mentioned, "un mesure usi deins la dicté citie appellé la faat"; but this was not necessarily identical with the toll-fat used by millers.

† Dele or dole, meaning a part: *e.g.* halvindel or halfundel, the half; thredendel, the third part; furthingdale or frundele, the fourth part: hence frundele, the fourth part of a bushel, one peck.

Promp. Parv., 1499.

measures in the mill except those "assized and seled according to the Kynges Standard." At Liverpool in 1558 it was ordered at Port-Moot that "every miller, on warning given, shall bring his toll-dish to Master Mayor, the same to be of a lawful size and sealed, under a penalty of sixpence." The customs of Saintonge, France, declare, "Le seigneur sera tenu de donner à son meusnier mesure de ce seizain marqué de son marquet"—"The lord will be held bound to give to his miller a one-sixteenth measure marked with his seal." *

10. The Toll-dish.

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11. Toll was originally always paid in kind. In days when money was scarce, and payments of tithes to the Church and rents to the landlord were made in kind, it was not inappropriate that the ready and simple method of taking toll in kind should be permitted to the miller. In allusions to early mills we find constant mention of the ark or bin for holding multure corn: one of the chief duties of keepers of mills was the care of the toll-corn—the "molendinaria delatio" of medieval charters; and till after the reign of Elizabeth the only corn or flour which a miller might sell was his toll. Perhaps the earliest legal allusions to toll are those found in the *Statuta Pistorum*, assigned to the thirteenth century: "The measure with which toll is taken shall be according to the measure of the lord the king, and it shall be taken razed or striked and without any upheap piled upon it. . . . If the farmers [or owners†] find the millers all their necessary utensils for the mill, they shall take nothing beyond the prescribed toll; and if they do otherwise, let them be severely punished. . . .

11. Toll in Grist.

* *Em*—Nay, Trotter, if you fall a-chiding, I will give you over.
Trotter (miller's knave)—I chide you, dame, to amend you. You are too fine to be a miller's daughter; for if you should but stoop to take up the toll-dish, you will have the cramp in your fingers at least ten weeks after.

"Fair Em," Text, II. 229.

† This word, incorrectly printed in one or two editions of the statute as "furnarii," *i.e.* the bakers, has given occasion to some needless speculation as to the bakers finding the necessaries for the millers.

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11. Toll in Grist.

The toll of a mill shall be taken, according to the custom of the king and according to the strength of the watercourse, to the twentieth or twenty-fourth part of the grain."

Observ. on Stat., 1774, 211.

Regarding this curious stipulation, the legal commentator Barrington observes that "it would puzzle a Smeaton of the present times to estimate this rate with accuracy, and it was infinitely beyond the natural philosophers and civil engineers of the ancient days." Justice Fitzherbert, of the sixteenth century, however, says this method of calculation "follows by reason": "In some places they take the toll after the strength of the water. That followeth by reason. For that mill that hath a big water may drive a great broad stone, the which will make much more meal than that mill that goeth with a little stone: so he with a broad stone is much better worthy to have the more toll, and yet shall the owner of the corn have the more profit." Now, at all events, the reason is not very clear. That actually assigned here for the more powerful mill taking the highest toll is that it will "make much more meal" than a small mill, when, despite paying the higher toll, "the owner of the corn shall have the more profit"—a problem which remains for modern millers to solve. Probably with a large mill with broad stones the flour was better ground; but even then the "strength of the water" affords no standard for gauging the rate to be paid for grinding it.

Boke of Surveying, 1538.

The English statute under notice fixes the rate at from $\frac{1}{20}$th to $\frac{1}{24}$th part of the grain, but as a matter of fact it left the whole matter dependent upon custom, and no subsequent statute ever affected the rate for centuries yet to come. The average toll throughout the kingdom from the twelfth to the fifteenth century was the sixteenth part of the grain. In the sixteenth century Fitzherbert quotes the various rates then

11. Toll in Grist.

prevailing: "It is also to be known how the toll should be taken. There be many divers grants made by the lord: some men to be ground to the twentieth part and some to the twenty-fourth part; tenants-at-will to the sixteenth part; and bondsmen to the twelfth part: some men to be toll free and some hopper free— that is to wit, that his corn should be put into the hopper and ground next to the corn that is in the hopper at time of his coming."

Boke of Surveying, 1538.

Text, III., ch. III.

In this tariff it will not miss observation that the poorer the tenant the more he was charged for the grinding. The well-to-do tenant holding lands by charter paid $\frac{1}{20}$th or $\frac{1}{24}$th; further down in the social scale, the tenant-at-will, liable to be dispossessed at any term, paid $\frac{1}{16}$th; lowest of all, the poverty-stricken bondsman or labourer paid $\frac{1}{12}$th, or just twice as much as the chartered gentleman farming his own lands. And the same inverse ratio of toll to poverty is found instanced elsewhere. One of the Scotch Regiam laws, dated 1283, directs the king's chamberlain customarily to inquire that "the millers take not mair fra them quhaes cornes to grind nor they sould doe of the law and consuetude"; nevertheless, the Statute of King William, made at Perth (1165–1214), is extremely complaisant as to how much he should take, the rate varying from $\frac{1}{13}$th to $\frac{1}{30}$th, the low rate for the rich and the high rate for the poor: "Ane freeman or ane freeholder sall giff for multure at the mill the sextene veshell or the tuentie or threttie, according to the insestment; and mairover, of tuentie bolles, ane firlot [for knaveship]. Ane husbandman and ane fermer sall gif the thritten veshell of their lands of service; and mairover, of ane chalder, ane firlot [for knaveship]." Here the rate of $\frac{1}{30}$th, the lowest on record, was devised for the benefit of the freeman and the freeholder, while for the husbandman and little

Reg. Maj., 281, xj.

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farmer was devised a payment of $\frac{1}{13}$th. Again, the Ashton-under-Lyne customs of 1422 declare that those free tenants who owe soke to the mill shall pay "as their charters will and as they have been accustomed of old time," the poorer free tenants being stipulated to pay at the sixteenth rate. So curious a continuous legal surcharge on the poorer customers of a mill may seem to fairly include the miller among "them quha spares the ritch man and summons the pure." And no doubt he often got severe blame for the disparity in rates. Yet this was not a case of oppression on his part. Its explanation may be found in the consideration that the poor man's bag of corn would invariably be so small as (apart from the grinding) to give the miller greatly increased trouble in dealing with it—in clearing the hopper, measuring the grain and grist, and in other incidental details, all of which would be fair matter for increased rate of payment. Further, what formed only a very small proportion of the food of the masses—rye, oats, beans, and pease—would be the usual material brought to the mill by the poor, and the toll on these would be of comparatively small value to the miller as compared with that on wheat, unless it were raised to a higher rate than the latter. A miller whose chief connection lay among humble folk, and whose toll consisted of little more than beans or rye, was thus considerably worse off than the happy grinder who enjoyed the privilege of tolling every day wheat for the local gentry; and the reduced quality of his toll, together with the increased trouble of earning it, was therefore properly compensated by its increased quantity. Perhaps it is on this account that as high a toll as one-third is occasionally found. The villagers at Fardyll in Scotland, who in 1358 paid £4 a year to the king to secure exemption from their mill, had been subject to the "thremulture"; and at Cirencester

Text, III., ch. III.

Text, III., ch. X.

Text, III., ch. VIII.

in 1302 one of the abbot's tenants, whose horses had been seized carrying corn to another mill, had gone to the opposition mill because he had also been subject to this heavy rate. In London in 1465 one uniform rate to rich and poor prevailed—a quart of toll from every bushel of wheat and a pint from every bushel of malt; and no doubt in all cities and other places where ancient manorial usages had been broken into the same uniformity of charge was enforced.

11. Toll in Grist.

Text, ch. v., § 13.

It is in connection with grist toll that the serious charges of extortion levied against the craft arose. That extortions were practised in some mills is only too evident. In the whole range of milling history there is not a more tremendous indictment than that of the keeper and millers at Chester in the fourteenth century for extortion of every description regularly practised for forty years or more. As this document is given at length elsewhere, all that need be remarked here is, that if such a state of affairs could prevail in one of the largest and most valuable king's mills in the country, worked by sworn clerks and keepers directly on behalf of the king, supervised by a court of the mills under the jurisdiction of the king's chamberlain, who was there on the spot, then it is not unlikely, we fear, that the little rural miller with small custom and in hard times may in a little way have been guilty of the same peccadillo. Rumour, of course, said he was. But there is something to be urged against the "lying jade." Even at Chester the millers may have had some explanation to offer for their alleged irregularities, for certainly the early customs of the mills expressly include some "vails and fees" to be paid to the millers over and above their usual toll, and the taking of these may possibly have given rise among people who were

Text, Vol. IV.

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11. Toll in Grist.

Text, II. 110.

unaware of them to most of the charges of extortion alleged against them. At all mills the varying value of grain has already been seen to have offered a continually recurring cause of unreasoning complaint by people who by every manorial law in the kingdom had to pay in grist more for grinding when wheat was dear than when it was cheap.

In those days grain fluctuations were so vast as to be almost incredible: variations in harvests, non-existence of imports, scantiness of storage, difficulty of carriage, and the impossibility of obtaining market reports—all had their effect in creating a constant uncertainty and variation of prices not only as between one part of the kingdom and another, but over very limited areas, at one and the same period.* It is evident that while such ceaseless and rapid changes occurred a toll of, say, one-sixteenth was continually fluctuating in value, and the dearer the wheat the more value would the miller get for grinding it. This was certainly an evident injury to the consumer; and a man paying at one time with toll-corn worth threepence, and at another (when wheat was doubly dear) with toll-corn worth sixpence, might not be slow to accuse the grinder of "sweating" him, though on both occasions the miller had but taken his legal and well-earned one-sixteenth. Here we may at once perceive a very probable origin of the charges of extortion which in those days of general hardship, slight wage, and poor fare were so constantly levelled at the grinder of the poor man's grain. Nor was it the fault of the

Chron. Precio., 1745, 63.

* The statute *Assisa Panis*, 1276, recognises the possible fluctuation of from 1s. to 20s. in the price of a quarter of wheat. Fleetwood states in 1286: "Wheat was at 2s. 8d. the quarter; but such a storm fell on St. Margaret's night that wheat came by degrees to 16s. the quarter; and this dearness continued off and on for about forty years, so that sometimes it sold at London for about £4 the quarter." Still, "in 1287 wheat was so cheap that it was sold at 3s. 4d. the quarter." In 1288 "wheat was sold at London for 3s. 4d.; in other parts of England at 1s. 8d. and 1s. 4d. and 1s.; nay, in the north and west parts at 8d. per quarter." Many similar instances might be cited.

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miller that the law directed him to take a uniform proportion of the wheat whether the grain be cheap or dear. No statute dealt with him as many assizes of bread did with the baker, the size, price, and quality of whose loaves fell or rose as wheat was cheap or dear. But even statute law itself, when it did intervene, seemed to work to the miller's disadvantage. The very Act passed to regulate the bread supply (the Statute for the Bakers, of the thirteenth century) is seen to give an extra toll above the usual quantity to the miller who finds his own utensils—this once more affording abundant room for allegations of extortion and fraud from people knowing nothing of the circumstances of such a miller's tenure. By the same statute the toll was to be taken "according to the strength of the stream," *i.e.* presumably according to seasonable difficulties with which the miller had to contend; and he would, therefore, be empowered to charge higher at "a time of his necessity," as the Paris regulation has it, than at a time when water was free, and no drought, floods, or ice troubled him. The result is still an obvious chance of the miller incurring frequent charges of extortion. All these matters need to be remembered when in those frequent periods of dearth and distress we hear the scandals circulated round the country-side against the ill-starred miller; and they may reasonably be permitted to discount very largely every one of the popular allegations, even though they cannot altogether dispel them.

Whatever the stipulated rate, the miller long continued to take his toll from his customers' grain sacks and store it in the mill, till by its accumulation he was bound to sell or barter it. In the ordinary course of trade it was illegal for a miller to buy or

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sell grain or flour; but an exception was made in favour of his surplusage of toll-corn, which he disposed of to his customers from time to time. At Dee Mills, Chester, about 1499, a complaint was made by the citizens regarding the toll-corn: "They say that where people of our sovereign lord the King and Earl of Chester do buy corn at the said milnes called Tolle Corne, by which all men that do buy the same shall be free without any toll [for grinding] therefor paying, now the aforesaid milners do constrain and do take toll of the said corn so bought, in extortion of the common people by the yearly value of ten shillings." The Chester millers, therefore, practically took their toll, not in grain, but in flour—anticipating an actual practice which ere long was very prevalent throughout the trade. Thus it came about that the miller, instead of receiving unground grain in toll, was paid in the finest and best of flour by merely taking his toll from the flour that had come last from the stones and of course lay on the top of his customer's sack. In the old ballad of the aged miller who sought to discover which of his three sons would be likely to turn out the shrewdest man of business, none of the sons, in assuring their sire of their smartness, proposed taking flour instead of grist; and the practice, therefore, was doubtless of later origin than their hypothetical day:—

THE MILLER AND HIS THREE SONS.

Roxburghe Coll., iii. 681.

There was a miller who had three sons,
And he called them all three one by one,
To see which of them the best could thieve,
That he to him his mill might leave.

He called upon his eldest son;
He said, "Dear child, my glass is run;
And if I leave my mill to thee,
Pray, what account wilt thou give to me?"

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"Dear father," he said, "my name is Jack;
Out of every bushel I'll take a peck—
Out of every bushel that I do grind
I'll take a peck, and live most fine."

"You are not the man," the old man said—
"You have not learned the art of trade;
For by that means no man can live:
My mill to thee I will not give."

He called upon his second son;
He said, "Dear child, my glass is run;
And if I leave my mill to thee,
Pray, what account wilt thou give to me?"

"Dear father," he said, "my name is Ralph;
Out of every bushel I'll take a half—
Out of every bushel that I do grind
I'll take a half, and live most fine."

"You are not the man," the old man said—
"You have not learned the art of trade;
For by that means no man can live:
My mill to thee I will not give."

He called upon his youngest son;
He said, "Dear child, my glass is run;
And if I leave my mill to thee.
Pray, what account wilt thou give to me?"

"Dear father, I am the youngest boy;
The gain of mooter is my only joy;
Before I will good living lack
I'll take it all, and swear the sack."

"You are the man," the old man said—
"You have learned the art of trade;
For by that means a man can live:
And I to you my mill will give."

Toll was taken in Paris in flour for a long period till modern times, and various decrees regulate the rate. Among the provincial customs of France on the point the following occur:—*Angoulême*—"Le droit de moulage est que: Quand on a baille blé net & curé les seigneurs ou leurs meusniers & fermiers doivent rendre pour boisseau ras, un boisseau comble de farine; & s'il a été baillé plus d'un boisseau de blé, de deux boisseaux de farines qui seront rendus, l'un des deux pourra une fois estre caché avec les deux mains mises en croix, & derechef estre comblé; &

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le demeurant qui reste de la farine appartient au seigneur ou au meusnier pour son droit"—"The toll for grinding is this: When grain is delivered perfectly clean, the lords, their millers or lessees, shall deliver for one bushel of grain razed one upheaped bushel of flour; and if more than one bushel of grain is received, of the two bushels of flour which shall be rendered one shall be crushed down by both hands crossed one over the other, and again it shall be filled up; and what remains then of the flour shall belong to the lord or the miller for his toll." *Anjou*—"The toll for grinding is this: When clean grain is brought, the miller should deliver for one razed bushel of the same one upheaped bushel of flour, and should deliver thirteen for twelve—il doit rendre du boisseau de blé rez un comble de farine, & rendre treize pour douze: millers shall only retain that which is in excess of this measure for their profit, and shall have no more if they fetch and carry the grain; and shall be held to this rate by arrest and detention of their horses and sacks, if necessary."

It was also in connection with grist toll that, in addition to alleged extortions, certain actual frauds on the part of some millers were ingeniously perpetrated. Chaucer's two smart young Cantabs who resolved to guard the grinding of their grain at Trumpington—one watching the grain go in and the other eyeing the flour as it came out—might have watched in vain at some French mills. So adroitly were these mills devised that they cheated automatically, and for a time defied detection. The casing round the millstones, instead of being circular, was square, and retained in its capacious corners after each grinding a fair modicum of meal, which (after the customer had carried away all that came

La Mare, Traité, V. IX. iv. (2).

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down the spout) became the perquisite of the industrious miller. Ingenious as was this device, it was altogether excelled by the simple contrivance adopted by other experts. The casing was made in the true circular form; but two spouts were provided, instead of one, for the exit of flour—the one communicating with a private bin belonging to the miller, and the other opening into the sack of the trustful customer, who wonderingly eyed the marvellously small yield his corn seemed to give. Against such tricks certain laws were included in the customs of Bourbonnois (art. 537), Nivernois (c. 18, art. 9), Poitou (art. 37), Touraine (art. 15), and Blois (c. 21, art. 241)—the nefarious practices, therefore, evidently being widespread. The enactment at Blois, a sample of the rest, was: "Dorenvant sera tenu le seigneur ou son meusnier de tenir son moulin à point rond & bien clos, sur peine d'amende arbitraire; & seront tenus ceux qui ont moulins carrez, soit bannaux ou autres de les faire rond dedans trois mois, sur peine de dix livres d'amende & de démolition de leurs moulins qui seront trouvez carrez après ce delay passe"—"In future the lord or his miller shall be compelled to maintain his mill [casing] round in form and well closed up, under pain of fine at the discretion of the courts. They who have square mill [cases], whether in soke mills or other, shall have them made round within three months, under pain of a fine of £10 and the demolition of mills found square after that time."

But after all the British—or at all events the Scotch—miller was clearly not far behind his Gallic colleague in these matters; for we find the Scotch chamberlains of the king were directed (1165–1214) to make careful inquiry as to the millers, lest that "they malitiouslie occupyes ane greater space

Reg. Maj., 281, xj.

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betwix the happer and the mylnstane, for their awn profite; for the law permits there na mair space nor ane sommer wand of ane hazel trie." Some little mystery envelops this vague allegation. The suggestion is that, by maintaining too great a space between the hopper and the millstone, the miller gained an illegal advantage over his customer, probably this being effected by the grain escaping from the hopper and falling upon the floor, and (as the customer could not be so precise as to require the mill floor to be swept up after his grinding) the sweepings becoming a perquisite of the miller. This may have been the drift of the veiled accusation in the statute. The space between the hopper and the stone in any case was to be limited, and was not to exceed "a summer wand of a hazel-tree"—*i.e.* apparently the thickness of a hazel twig of one summer's growth. The Chester inquisition of about 1399 seems to throw some light on the matter. When "the brewer sent his servant with malt, whether it were much or little, if by chance any of the said malt do fall upon the ground beside the milne where it is ground, although it were within the rynde or without, the aforesaid brewer nor his servant shall not be allowed to take the said malt to his house, although it were ground or not, for fear of the said milners." Clearly, therefore, all the grain that fell on the mill floor became, as "sweepings," a perquisite, which some millers haply desired to increase to the largest possible proportions.

Text, Vol. IV.

Long after money payments had been devised in lieu of grist toll, the old custom endured in many mills throughout the kingdom. Millers were literally charged by their old charters to take grist, and many of them abstained from making any

11. Toll in Grist.

alteration of the ancient usage, the custom prevailing with them till very modern times; and many instances of the kind can be found in our records. About the year 1750 Strutt quotes the average toll as taken at the watermills of England—viz. 1¼ lb. in the peck, "which, allowing for loss in bolting, was valued at one penny, bran and all, at which rate the grinding of wheat will be 2s. 8d. per quarter." In 1795, during an agitation for the introduction of legal money payment to millers, the case against the grist system was summarised by (among others) Sir Francis Bassett, whose remarks are typical of the general tone of the popular contemporary complaints against the miller:—

Hord. Ang. Cym., 1776, iii. 56.

> Many complaints have been made in different parts of England of the hardships suffered by the poor from the present mode of payment for grinding corn, and the difficulty of obtaining redress when there is a suspicion that frauds are practised by the miller. It is proposed to establish a uniform payment in money, as may be settled by the justices, with respect to all mills where such alterations would not interfere with peculiar rights established by the courts of law. All who may think themselves aggrieved by millers should be able to obtain redress by summary proceedings before two justices of the peace instead of being obliged to have recourse to so expensive and so tedious a process as indictment. As the law stands at present, the proprietor of an old mill may take his accustomed toll; but as that toll is only known to himself (for it is rarely avowed to his customer), this gives him a considerable latitude, and is a constant and never-failing source of jealousy to those who employ him. I have just said that the customer seldom knows what he pays; but in the few cases which have come to my knowledge where the miller professes to take a fixed toll, it varies from 3 to 6 lbs. per Winchester bushel, besides the allowance of from 1 to 1½ lb. for wastage. In taking toll, the miller by uniform custom helps himself from the top, which consists of the best and finest flour. It appears that the proprietor of an old mill may take such toll as is justified by custom; but the owner of a new mill may take what toll he chooses, according to the opinion of Lord Holt in the case of the King and Burdell. This probably is the only existing case in which a tradesman arbitrarily fixes the price of his own labour without acquainting his employer what his terms are. The toll as now taken is certainly extremely oppressive to the poor, who pay the most when they can least afford it; and if frauds are ever practised by millers, they are most likely to take place when there is the greatest temptation—that is, when corn bears a high price.

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Immediately following the agitation an Act came into operation on July 1, 1796, practically abolishing payment in grist, as quoted in the next chapter.

12. Toll in Money.

12. The substitution of money payment for toll in kind was beneficial in various ways to the miller and the public. The system was known in Rome as early as the middle of the fifth century, when Claudius Dynamus, prefect of the city, threatened with severe penalties the pistores who should either delay grinding the grain entrusted to them or charge more than three nummi the measure for the grinding. In England the practice was not generally introduced till the thirteenth century, when the mayor and aldermen of London issued in 1281 an order to that effect:—

Lib. Alb., bk. iv.

Proviso facta de molendinariis per majorem et aldermannos civitates. Hii aldermanni tunc fuerent præsentes: Johannes Horne, Phillippus Cisor, Robertus Bassynges, Nicholaus de Wyntone, Willelmus de Farndone, Robertus de Rokesley, Henricus de Frōwyk, Robertus de Meldeborne, Ricardus de Chigewele, Willelmus de Mazelmer vicecomes.

De molatione. Item quod solvantur molendinario pro molatione quarterii iij denari: pro molatione dimidii quarterii i denarius obolus.

Regulations regarding millers made by the mayor and aldermen of the city, the following aldermen then being present: John Horne, &c., William de Mazelmer sheriff.

Of multure. There shall be paid the miller for multure of a quarter threepence, and for the multure of half a quarter a penny and a halfpenny.

The stipulation that, while threepence was payable for grinding the quarter, three-halfpence was payable for the half-quarter was not set forth as a ready-made calculation, but as an order to the miller that he was to grind by the half-quarter, when necessary, for the poorer class of the people. Regarding the rate payable, as the average price of wheat for the thirteenth century has been estimated at 6s. the quarter, the 3d. allowed for grinding was therefore equivalent to the old toll of $\frac{1}{24}$th of the

12. Toll in Money.

grist. And as money elsewhere became substituted for grist, no doubt the tariff would be so arranged on the whole that the payment would be equal to the value of the grist. Money payments varied as greatly as did grist toll in different parts of the country and at different times. We have no instances at hand of either as high or as low a rate in money as those already cited in grist toll; but among the extremes may be mentioned the 3d. rate in London in 1281 on the one hand, and on the other a rate of 8d. for wheat and 5⅓d. for malt the quarter, charged to the king in 1373 for grinding at Perth Mills.*

At Paris certain money payments were in vogue concurrently with a system of grist toll in 1270, the rate being 12d. on the bushel of grain; flour being soon afterwards substituted for grain. The same rate is found in a decree of King John in 1350, and an ordinance of the prefect of Paris in 1382. Charles VII. raised the rate in 1439 to one bushel or 16d., this being confirmed by an ordinance of the prefect in 1546. It was increased again in 1574 by the General Assembly of Paris, which fixed the maximum toll at 7 sous 6 deniers per sextar, directing any one who should be charged more to complain to the prefect within twenty-four hours, and ordering notices and tables of toll rates to be displayed in and about every mill—this last being a regulation which was not adopted by law in England till three centuries later.

La Mare, Traité, tit. ix., c. 5.

In England payment in money was not introduced by statute, but simply by manorial or civic law, and

* The accounts of the chamberlain of Perth, 1373, include: "In payment made by computation for multure of 30 caldrons 2 bolls 1 firlot of wheat, used during the period of this account, at 2s. per caldron, £4 16s. And for multure of 37 caldrons 4 bolls of malt, at 16d. per caldron, 51s.[1]

[1] The caldron (containing 16 bolls or 64 firlots) was equal to three quarters, since "the boll sould conteine ane sextarius, that is 12 gallons." Reg. Maj., R. 3, 1400.

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it took effect of course only in those separate places whose lords chose to adopt it. Thus, while many manorial mills exacted toll grist, others took payment in money; the two systems enduring till July 1, 1796, when at last a statute came into operation rendering toll in money compulsory:—

12. Toll in Money.

36 Geo. III., c. 85.

Every miller shall have in his mill a true balance and proper weights, or be subject to a penalty of £20. Millers refusing to weigh the corn before and after it is ground are liable to a penalty of 40s.

Every miller, if required, is to deliver the whole products of the corn, allowing for the loss in grinding and the toll—where toll is allowed to be taken—under a penalty not exceeding 1s. per bushel, and treble the value of the deficiency.

When toll is allowed to be taken, it shall be deducted before the corn is put into the mill.

No miller shall (under a penalty of £5) take any part of the corn or produce for toll, but shall demand payment in money. Where the party cannot pay for grinding in money, by consent, the miller may take corn equal to the money price expressed in his table of prices for grinding.

Every miller shall put up in his mill a table of prices for grinding, or of the amount of toll required at his mill, under a penalty not exceeding 20s. All penalties to go one half to the informer and the other half to the poor.

13. Trading Prohibited.

13. The position and status of the miller of medieval times are in no way more clearly shown than by the simple fact that he was not allowed to trade by buying or selling grain or flour. He was not a dealer nor speculator in grain or flour. His function alone was to grind for hire the grain of other people. These latter, his customers, whether bakers or domestic housewives, purchased their own grain and paid the miller for grinding it. In the ancient corn markets the ordinary regulations were framed in view of this state of affairs. At Liverpool, as late as the year 1578, regrators, badgers, and all others purchasing corn to sell again were not permitted to enter the market till after ten o'clock, when all local consumers had supplied their needs; wives of citizens at that day as commonly purchasing

13. Trading Prohibited.

wheat or rye for bread-making as in the present day they do flour. Gradually, however, the bakers absorbed practically the whole business of buying grain, getting it ground, and baking and selling bread—the millers being entirely out of the whole business, save as the hirelings of the bakers. It is not to be imagined that millers failed to perceive the benefits of trading as well as of grinding; nor is it surprising to find such of them as were free from manorial feudalism endeavouring, often by stealth, to open out for themselves a trade as corn and flour dealers. Towards the close of the sixteenth century the practice had grown to so great an extent that the Privy Council in the reign of Elizabeth issued an express order for its suppression as "a very corrupt trade." This was contained in certain "orders devised by the especiall commandement of the Queene's maiestie for the reliefe and stay of the present dearth of graine within the realme: sent from the Court at Greenewich abroad into the realme the second day of Januarie, 1586":—

"Whereas in some parts of the realm divers millers who ought only to serve for grinding of corn that shall be brought to their mills have begun lately a very currupt trade, to be common buyers of corn both in market and out of market, and the same do grind into meal, and do use as badgers or otherwise to sell the same at markets and in other places, seeking thereby an inordinate gain; beside the misusing of other men's corn, brought thither to be ground, by delay of grinding, or—that worse is—by changing and altering of their good corn to the worst: It is thought very necessary that the Justices of the Peace who are not owners of any title of any millers, nor masters or landlords to any millers, shall first inhibit all millers, upon pain both of fine

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and imprisonment, to use any such trade of buying of any grain, to be sold, either in corn or meal; but to charge them to continue the orderly use of grinding of all manner of corn, that shall be brought to them, in reasonable good sort and upon reasonable toll: And for better performance hereof some of the justices not affectioned to the millers shall some time themselves personally resort to the mills to oversee the doings of the said millers, and compel them to do their duties." An ordinance issued at Paris, 1635, similarly prohibited millers from keeping bakeries or *hutches*, i.e. stands in the market for the sale of bread—adding, by the way, that "they are not to keep pigs, fowl, or pigeons, and they and their servants are not to make their horses or mules race in the streets."

Needless to say, edicts of this character, except in stringently supervised manors, entirely failed: British millers continued freely buying and selling throughout the country, as at Chester in the seventeenth century; while at Bradford, in the eighteenth, the tenant of the soke mill even makes a grievance of the fact that, whereas "the market for corn used to be always in the milne, unless some few beans in the market-place," there was now more sold in the market than in the mill. And as late as 1758 nothing roused the ire of the writer of a popular essay *On Monopolies* more than the fact that millers had become mealmen: "Many of the millers are now metamorphosed into wholesale mealmen or flour merchants. Let us view the miller in this light, and he will be found something very different from the person deemed a miller in the eye of the law. . . . Now, do these gentlemen condescend to take a poor man's grist? Do not the greatest part and those of the largest

Text, Vol. IV.

Gent.'s Mag., xxviii. 425.

dealings grind wholly, for themselves? . . . Every flour merchant is now the ruler and the lord within his district. . . . The farmer looks upon this dealer as his oracle. Inquire how markets go, and the answer frequently is, 'Mr. A. Z. [the miller] gives so and so.'"

13. Trading Prohibited.

14. Bolting. Text, I. 120.

14. Bolting or sieving was originally a task which the miller did not undertake to perform free. After the grain was ground it behoved the owner of the grist to sift and sort it. *Assisa Panis* of 1267, in enacting the legal expenses to be allowed the baker, includes "for bolting three-halfpence." In the reign of Edward II. the baker was allowed "for boulting a halfpenny." In 12 Henry VII. (1497) the baker is calculated to receive for the first time a specific allowance to be paid to the miller for grinding, and no mention is made of bolting: "On everie quarter of wheate baking—for furnace and wood, vj^{d}; the miller, iiij^{d}; for two journeymen and two pages, v^{d}; for salte, yest, candle, and sack-bandes, ij^{d}; for himself, his wife, his dog, and his catte, vij^{d}; and the branne to his advantage; which cometh in the whole, in a quarter, to two shillings for his labour in baking." Still, the miller does not yet seem to have undertaken the bolting business, for as late as 1638 the baker's duty is said to commence with—

Assize of Bread Book, Powell, 1601.

> First boulting, seasoning, casting-up and braking,
> Breaking-out dough, next weighing or weight-making.

Artachthos, Penkethman, 1638.

Promptorium Parvulorum, compiled in 1499, professing to give the popular English meaning of the term "bultynge," assigns to it the extremely peculiar rendering "taratantarizacio"; while we find "bultyd" or "to bulter or boulte meal" is expressed by "taratantarizatus"; probably the clatter of the grist in the sieve being thus phonetically expressed.

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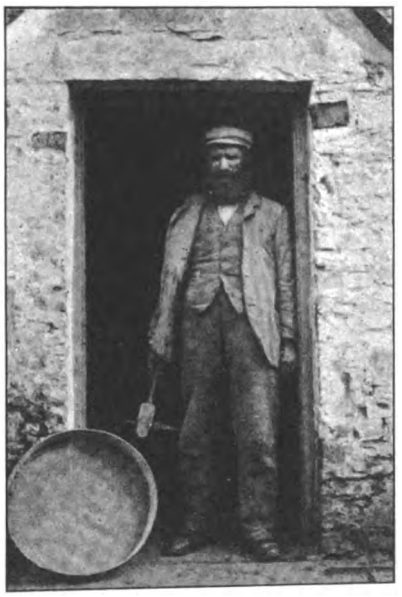
14. Bolting.

The popular ancient term for the sieve was the "teme,"* which, when it did once come into the miller's hands (for an extra toll), remained, till bolting machines came into vogue, an ordinary appliance of the mill. Little thought the antique miller, as he meditatively tossed the grist from side to side in his primitive teme all through the medieval centuries, that he was actually on the verge of the great perfection of milling processes—that of grading. However, suspecting no possible improvement on his plan, he sieved vigorously and with a will—as often as not, no doubt, by his ardent and untiring exertions, "setting the temes on fire." It is pleasant to recall such enthusiastic labours, of which the well-worn proverb (corrupted into "setting the Thames on fire," a phrase which no one can otherwise explain) remains a perpetual memorial.



Miller, with Pick and Sieve.

The teme, or sieve, has been accorded immortal fame as the heraldic device borne on the shield of the famous Academia della Crusca—"the Academy of Bran"—established in Florence in 1582, and

* Teem, tems (Belgian); tams (French). The signification of "to teme," or "to tame," in the sense of to divide, separate, or distribute, though now quite obsolete, was once familiar in old English: "In the time of famine he is the Joseph of his country, and keeps the poor from starving. Then he *tameth* his sacks of corn, which not his covetousness but his providence hath reserved for time of need." Fuller's Worthies, 1662.

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14. Bolting.

greatly celebrated in the revival of letters in Europe. This academy was established for the purpose of purifying and perfecting the Tuscan language. Its shield was a teme, and its motto "Il piu bel fior ne coglie"—"The finest flour is drawn thence." In its hall the seats were fashioned in the shape of bakers' bins, and were provided with backs resembling corn-porters' shovels and cushions of grey satin to resemble sacks of wheat.

The natural expedient of attaching a sieve to a mill and working it from the action of the shaft is stated to have been adopted in Austria in 1502 by Nicholas Boller, master of the Company of Bakers of Zwikau. As to England, Strutt states: "I find by woodcuts given in an old book called *The Assize of Bread** that the hand bolting mill was in use in the sixteenth century, and that as yet it had not become the miller's business to bolt the flour, the bakers having always their own bolting mills for the purpose. But in the seventeenth century sundry rich millers caused bolting mills to be set up which went with horses; other millers had them turned by hand: either of which sort I myself well remember. But at last by some ingenious millwright these bolting mills were contrived to be turned either by water or wind, as the mills in which they were set up might be; and when the poor people brought their wheat to be ground, and required the miller to bolt it also, he then exacted the bran for his trouble." Sieves of horsehair, the most ancient variety known, remained in common use till the present century in England, and it is stated are even yet used in some parts of Lower Saxony in small mills where it is the custom to bolt the flour separately. In the

Hord. Ang., 1776, iii. 56.

* Probably "*The Assize of Bread*, by John Powell, gent., London. Printed by John Winder, dwelling at Powles Wharf, at the signe of the Crosse Keyes, 1600," which does contain such woodcuts as Strutt mentions.

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14. Bolting.

Guildhall Museum, London, is exhibited a brass plate about four inches in length, formerly probably used as an advertisement in the corn market, and bearing the legend:—

Abraham Bartlett
Who makes ye Boulting mills and Cloathes
Dwells at the sign of the Boulting mill
in Thames Stred near Queen hith
London
1678

15. Regrinding.

15. Beguillet, in his *Traité de la Mouture Economique*, endeavours, mainly by conjecture, to carry back the system of regrinding to Roman times. It is evident that there must in some rude fashion have been from the earliest times some system of regrinding in operation. With the grain in a mortar from which it was not ejected, the operator was at liberty to pound and repound it as long as he or she chose, and produce as fine a grade of flour as was possible; while much the same extension of the process was possible with the saddle-stone, if the operator should have thought it worth while grinding the coarse first meal over again; and no doubt this was often done, and a kind of "regrinding" practised. There is no evidence, however, in Roman times that, when meal had once been ejected from the stones of

a watermill, it was ever passed between them again. However, as regrinding increases the product of actual fine flour as compared with one grinding, it has been assumed that regrinding is suggested by the remark of Pliny: "We find it a rule universally established by nature that in every kind of military bread that is made the bread exceeds the weight of the grain by one-third."

15. Regrinding.

Nat. Hist., xviii. 12.

The system of passing the grist several times through the mill and alternating the process with various siftings is of French invention, and is said to have been practised for a considerable period secretly by certain millers, who made a large profit by purchasing bran and regrinding it. D'Aussy, who considers there is no proof for the statement, gives an account of the invention, the essential portion of which we abridge:—The actual discovery of regrinding is generally attributed to a miller of Senlis named Pijeant in the middle of the eighteenth century, whose descendants exercised, after more than a century, the same trade in that town. But Pijeant seems to have only reintroduced the system, for it certainly existed in France before his time. The statutes of the bakers of Paris prohibited millers remilling les sons—the husks, or the first grindings; and an ordinance of the provost of Paris in 1546 prohibited them mixing with the flour the reground sons—this ordinance being issued to check a contraband practice of the bakers to avoid paying full duty at the city gates, where flour was chargeable with the octroi dues, while bran was free. But subsequent to 1546, and before the advent of Pijeant on the scene, an alleged ring of millers traded on a secret knowledge of the system. In whatever manner Pijeant obtained a knowledge of this method of treatment, he seems to have practised it for some

Hist. La Vie Pr. Fr., 1782, i. 69.

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years till the secret penetrated to Paris, where in 1760–61 a baker named Malisset conducted before the city authorities various experiments, proving that more flour was yielded by this than by any other system. He, however, did not make his system perfect, even according to the standard of the period; this accomplishment being due to Buquet, another miller of Senlis, who had charge of the mills of the General Hospital at Paris, and who produced in practice there, from regrinding, results which attracted great attention from the French authorities. Impressed with the importance of the new method, the French Government dispatched Buquet into the provinces to publicly expound the system. He visited Lyons in 1764, Bordeaux in 1766, Dijon in 1767, &c., but the generality of millers received the news with indifference. A miller of Pontoise, being dispatched on a similar errand to Normandy, also met with so very doubtful success that he was unable to persuade any one to assist him in establishing the system at an independent mill. In a little time, however, the "economical grinding" made its own way and rapidly spread throughout France, and now, says D'Aussy, "gives three times as much flour as was gained three centuries ago."

CHAPTER VI.

COMPULSORY PESAGE, OR WEIGHING OF GRAIN.

VI. PESAGE.

1. Established in London.

1. THE weighing of grain intended to be ground was made compulsory upon the bakers of London in the year 1281, owing evidently to disputes between them and the millers, which ended in turbulence and riots. The bakers were ordered to pay a halfpenny per quarter for the weighing; and as this was a tax upon them for which they had no recompense, the inference is that it was the bakers who were at fault in the first instance in the creation of the disturbances. But as the proceeds of the tax were received by the mayor and corporation, and not by the millers, it seems equally clear that they also were not blameless in the matter. The mayor established weighing-houses in the city; and so matters continued for forty years. In the meantime the grievances of the bakers were lightened somewhat in that, as alleged, they were permitted to recoup themselves for the weighing tax by depreciating either the quality or the weight of their bread. But at length the Company of Bakers (which had received its charter of incorporation from Edward II. in 1307) raised an agitation against the continuance of the tax, brought an action against the mayor and corporation, and ultimately seem to have won their case; the city authorities preserving a report of the proceedings in *Liber Custumarum*, their Book of Customs, whence we

VI. PESAGE.

1. Established in London.

translate it. The order of the authorities, as issued to the trade, was as follows :—

Provisum est quod salvatur pro pondere cujuslibet quarterii versus molendinum in blado de molendino in farina obolus : item pro pondere dimidii quarterii quadrans. Omnia blada molendinandum liberentur molendinario per pondus, ita quod de farina inde proveniente cum pondere respondeant consimile.

It is provided that there be paid for weighing each quarter of grain to be ground, and of the flour from each quarter ground, as against the mill, one halfpenny; for weighing half a quarter, one farthing. All grain for grinding shall be delivered to the miller by weight, to the end that with the resulting flour he may respond accordingly.

With this explanation the record of the proceedings in 1321 is annexed :—

Verdict of a City Jury.

"The jury find that John de Bois and William at Waie, farmers of the pesage imposed upon the bakers of the city of London for grain to be ground, and also certain other prior farmers of the said pesage, have had for forty years past to farm, by grant from the mayor of the city of London, and still have, the certain custom of pesage above mentioned, taking from the bakers at the rate of one halfpenny for every quarter of grain ground, whether such grain arrive by land or by water : which custom a certain Henry Wallein, when mayor of the city [1281], levied at his own instance in the time of the Lord Edward [I.], father of the king that now is [Edward II.]; and which, after that Henry, all other mayors of the city have levied during their terms of office at their own instance, and have retained up to the present time; but no provision was made for payment of the wages of the officers for conducting the pesage. The jury also find that the receipts from this halfpenny tax have been allotted by the mayor and aldermen to the expenses of appointing the assize of bread,

and of assaying bread made under such assize; also that by reason of the said tax the assize bread is depreciated and decreased in weight to the injury of the people of the city and other buyers of bread. For which reason the sheriffs are prayed to cause to come here Hamon de Chigwell, former mayor, to answer to the lord the king in the matter with regard to his year of office.

Evidence of the late Mayor.

"The said Hamon, late mayor—that is, in the thirteenth year of the reign of the present king [Edward II., 1320]—comes, and, examined upon the foregoing, states that during the time he was mayor he took the aforesaid custom of a halfpenny on each quarter of grain ground for the bakers; and that he leased out the custom, on his own responsibility, at a rent of twelve shillings per week,* and devoted this sum to the expenses of conducting the weighing; also that other mayors of London before him similarly took the custom from the bakers as a right of the city. He also states that he cannot speak about the matter unless the commonalty of the city be brought into the question with him, and he petitions that they may be brought to answer with him. Therefore let the said commonalty be summoned to appear on the Friday next after the Easter festival, to respond together with Hamon to the lord the king.

Defence of the City Authorities.

"Subsequently, on that day, Hamon comes, and also the commonalty, as summoned, and conjoins with him in the matter. They strongly advocate the levy of the said custom of the halfpenny taken

* Representing, of course, a tax upon only 288 quarters ground per week.

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1. Established in London.

from the bakers and others of the city and others in the liberties. They say also that it was established by the wisdom of the Lord Edward [I.], former king of England, father of the lord the king that now is [Edward II.], in the tenth year of his reign [Edward I., 1281], at which time a certain Henry Wallein was mayor. The bakers, brewers, and millers had been indiscreet in their trades in the city; and the said king [Edward I.], by writ addressed to the mayor and sheriffs, directed that those bakers, brewers, and other malefactors should be corporally punished at the discretion of the mayor and sheriffs, and that all corn to be ground at the mills within the city and without [in the liberties] should be delivered to the millers by weight, to the end that the said millers should similarly respond with weight of flour. And as it had pleased the lord the king to order corn to be delivered by weight to millers, Henry Wallein, mayor, and the sheriffs, with the assent of the commonalty, on the authority of the said writ, ordered and provided that the mayor, whoever for the time he might be, should find weights and scales for so weighing the grain, provide houses in different parts of the city in which the grain might be weighed, and officers to conduct the business; and that the said mayor, for the rents and other expenses incurred in this behalf, should receive from each of the bakers and all others within the liberties of the city one halfpenny for weighing every quarter of corn intended to be ground. Hence Henry Wallein and other mayors after him levied pesage halfpenny to the present time, as above said.

Production of the Original Writs of Edward I.

"And thereupon they produce the said writ of the king in these words:—

VI. PESAGE.

1. Established in London.

Edward Dei Gratia, &c. To the mayor and sheriffs of the city of London, greeting.

Whereas we learn that the bakers and brewers and the millers in the said city have frequently behaved with indiscretion in their trades; also that malefactors nightly, with swords, bludgeons, and other arms, make incursions in the city, either at the instigation of others or of their own malice, so that abuse, ill-treatment, and other innumerable flagitious things and enormities are commonly perpetrated against our peace, and to the not slight but serious damage of our faithful people:

We, by our council, in order to provide opportune remedy for all the above, and strike terror upon these and other delinquents, send you our mandate, firmly enjoining that these bakers, brewers, and malefactors shall be corporally punished according to your discretion, as in the case of all similar proved offenders; also that all corn to be ground at the mills within the city and without shall be delivered by weight to the millers, so that the said millers may similarly respond with the resulting flour by weight. The aforesaid, and all else there touching our peace, cause ye to be inviolably observed.

Witnessed by myself at Westminster, 28 November, in the tenth year of our reign [1281].

Hamon and the commonalty further say that subsequent to the foregoing order relative to the pesage the said lord the king [Edward I.] sent another writ to the said mayor and sheriffs in these words:—

Edward, &c. To the mayor and sheriffs of London, greeting.

We charge you regarding that enjoined upon you by our mandate respecting certain bakers, brewers, malefactors, and millers, that you firmly cause the same to be observed according to the tenor of our writ, and omit nothing whatever therein ordered.

Witnessed by myself at Devizes, 28th of March, in the year of our reign the tenth [1281].

Hamon and the commonalty, however, state that the weight of the bread sold does not decrease nor its quality diminish, as has been said, by reason of this custom."

The Bakers' Petition to Edward II.

The matter seems to have remained *in statu quo* from 1281 to 1321, or over "thirty years" mentioned in a subsequent writ. The Company of Bakers then took their action in dispatching to Edward II. a petition declaring a city jury to have decided the pesage to be a public evil and praying for its

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abolition. The petition, couched in the quaint Norman patois of the day, is preserved in the official books of the company, not in the corporation books; but we here interpolate it in the civic report to make the matter complete:—

A nostre seigneur le Roi monstrent ses povere pestours de Loundres, qe come ils eient requis par bille a voz Justices eiraunz en la Tour de Loundres remedie dun tort et grevaunce qe lour ad este fet parmi les meires al autres ministres de la dite cite, qe avaunt ses houres ount este et encore sunt, de ceo qil lour ount fet paier pur chescun quartier de furment qil ount achate, de poiser, obole des ditz pestours, la ou il ne ount poise nul: et ceo presente feut par xij jurez, devaunt les avauntditz justices, qe la dite obole des ditz pestours, en maniere sus dite, feut resceu en damage de vous et des ditz pestours et du comun poeple: come pluis pleynementes est contenu en record en roule devaunt les ditz justices.

Douent, Sire, il prient pur Dieu qe vous plese grauntier voz lettres as avantditz justices, qe eiaunt regard a vostre dreet et al droit del comun poeple et des ditz pestours, hastife remedie, saunz delai, de ceo soit fet, selonc reddour de lei, desicome la chose est en prejudice de vous et damage a povere comun poeple; com piert par le presentement avauntdit.

To our lord the king, show his poor bakers of London, how that they have sought by bill [of complaint] to your Justices Itinerant in the Tower of London remedy of a wrong and grievance that upon them has been made among the mayors and other officers of the city who have been before this time and who still are, by which they are made to pay for every quarter of wheat which they have bought, for weighing it, even when they have none weighed. And that it was found by twelve jurors before the above said justices that the said halfpenny from the said bakers in the manner above said was received in damage of yourself and of the said bakers and of the common people, as more plainly is contained in the records enrolled before the said justices.

Whence, Sire, they pray for God's sake you will please to grant letters to the aforesaid justices that they may have regard to your right and the right of the common people and of the said bakers, so that speedy remedy without delay may be made according to their entreaty, the matter being in prejudice of yourself and in damage to the poor common people, as appears by the presentment above mentioned.

"And upon that our lord the king sent his writ under his Privy Seal to his Justices Itinerant at the Tower of London:—

Edward, &c., to his dear and faithful Henry de Stanton and his colleagues, our Justices Itinerant at the Tower of London, greeting. We send you enclosed herein a petition forwarded to us by the bakers of London, and direct you to view and examine the same speedily, according to law and reason, in order to redress the matter of which they feel aggrieved, having regard to our welfare and the welfare of the common people and the said bakers, so that no oppression nor grievance contrary to reason may be imposed upon them. Given under our Privy Seal at Gloucester, 1st day of April, in the year of our reign the fourteenth [1321].

King Edward directs an Assize Trial.

The foregoing was, however, only an abstract of the original writ which had been forwarded to the justices three days earlier, as recorded now by the city authorities :—

"The lord the king has sent to his justices his writ in these words :—

Edward, &c., to Henry de Stanton and his colleagues, Justices Itinerant at the Tower of London, greeting.

Serious complaint is laid before us on behalf of the bakers of our city of London, that the mayors of the said city, whoever they have been, have for about thirty years past levied a certain new custom upon the said bakers—that is to say, one halfpenny on every quarter of corn brought to the city, whether by land or by water, and purchased by the bakers for baking, levied at the will of the said mayors for the time being, and paid away for the weighing of the grain, and the salaries of the officers performing that office. It is also stated this weighing of grain has not been legally established, but exacted from the bakers at the will of the mayors, and by them and the aldermen allotted to the expenses of the assize and assay of bread, which are thus thrown upon the bakers, by which the assize bread is depreciated and decreased in weight to the damage of the citizens and others frequenting the city, and to our own manifest prejudice.

It is desired that the matter shall be brought before you in iter in the usual mode, as presented by the jury on behalf of the community of our people, to the end that you by compulsory examination of witnesses may apportion some remedy to this hitherto debated question.

We therefore, desirous that what is just and according to reason shall be done, send you our mandate, that if to you the said custom appear to be not lawfully levied upon the bakers, to the damage of our people, as above said, then you by authority of your office shall with celerity cause therein to be done that which is right and according to the law and custom of our kingdom, having regard

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to the common weal of our people, and shall see accomplished that which rightly and reasonably may be done in the matter.

Witnessed by myself at Gloucester, 29 March, in the year of our reign the fourteenth [1321].

Arguments of Scroop for the Bakers.

"Thereupon proclamation is made before the justices whether any of the bakers desire to prosecute the question. None of them come; but a certain William of Exeter, who produces the foregoing writ to the justices on behalf of the bakers, comes, and says he appears on behalf of the king, praying that justice be done according to the tenor of the Bill.

Galfred le Scrope, serjeant of the lord the king, says the imposition and levy of the said custom by the mayor and commonalty cannot be sustained on the authority of the before-mentioned writs of King Edward I. Neither of the writs carry that conclusion. It is a fact that in the writ of earlier date it is stated that bakers, &c., are to suffer corporal punishment, but out of the precise words of that writ it cannot be elicited that the bakers, &c., are to be punished by fine [and this halfpenny pesage is practically a fine on them]. In view of what the writs really do comprise—that corn shall be weighed, so that the millers may respond with weight of grist—it is manifest that if a penalty may be exacted in this respect at all it should be enforced from the millers and not the bakers. And the more so as no provision is made for recompensing the bakers for the tax: they are bound to scrupulously observe the assize regarding [price and weight of] bread for sale, and are punishable if they make any deviation therefrom. He says also the impositions of new customs or other perpetual taxes should not be made or allowed to continue without some reason of public utility, and then only by express mandate of the king; but of this pesage tax no public benefit accrues, and it is not supported

by any direct warrant of the king. Such power and authority usurped by the mayor and commonalty are treason to the crown of the king in whatever manner they may strive to colour over the act by virtue of the said writ of the king.

1. Established in London.

Writ for a Hearing before the King.

"The king has thereupon sent to the justices his writ as follows:—

Edward, &c., to his Justices Itinerant at the Tower of London, greeting.

As Hamon, [late] mayor of our city aforesaid, has been called before your court, alike on our behalf as on behalf of the city bakers, for that he without warrant and at his own will during the time he was mayor levied a halfpenny custom on every quarter of corn to be ground within the city; and as the said Hamon alleged before you that without the co-operation of the community he could not and ought not to answer, and prayed that the commonalty should join him in responding, and they did so join:

Upon the facts certified we send you our will. The case as placed before the Court is full of argument, and the hearing before you shall be superseded, and the whole cause shall be fully and openly certified to our council at Westminster in Michaelmas fortnight next ensuing, the said Hamon and commonalty and bakers then being present, and the whole evidence in the matter being produced.

Witnessed by myself at Faversham, 10 June, in the fourteenth year of our reign [1321].

The case is therefore adjourned, to be heard before the council of the king at Westminster at Michaelmas next, according to the above mandate."

The city record of the affair here closes; and as the *Liber Custumarum*, whence it is taken, was entered up till the year 1327, the result of the trial at Westminster (if it took place) seems to have been omitted. In any case, however, nothing more is heard of the pesage, and the probability is that Edward abolished it.

2. A precisely similar pesage system was established in Paris within a few years after the collapse of the experiment in London.

2. Established in France.

VI. PESAGE.

2. Established in France.

La Mare, Traité, Lib. V., tit. ix., c. 5, passim.

In 1350 an ordinance of the prefect of Paris appointed that in certain places in the city scales should be established by which grain should be weighed as it went to the mill and flour as it returned; officials in attendance were to receive for weighing each sextar "a penny or three-halfpence or twopence"—"un denier ou trois oboles ou deux deniers"—a latitudinarianism of charge only equalled by that of the toll of the city millers, who were legally entitled to literally take as much as they could get. During the troubles of the reign of Charles VI. these establishments disappeared, and in 1382 the prefect of Paris issued an order that millers should thenceforth measure grain in the houses of the people or of the bakers, or anywhere else where they might be desired to weigh it, before it was taken to the mill. But in 1421 the official weigh-houses were re-established, one being situated at the Place de Grève, and the other upon Grand Pont (Pont au Change), near the mills floating on the Seine. At the end of a period of three months the revenue from these two weigh-houses as rendered to the king is stated to have amounted to the considerable sum of £623 2s. 11d. In 1438 it was decreed that, while the citizens should weigh their grain at these offices only if they chose to do so, the bakers on the other hand were compelled to use the official scale-beam, the rate being fixed at a Paris penny per sextar for weighing either grain or flour. Sieves were provided also for the optional use of citizens and the compulsory use of bakers and flour-dealers, the siftings to be deducted from the weight of the grain as charged against the miller. The system was ere long again interrupted, and in 1546 was re-established by charter, only to shortly fall into disuse again. In 1630, under Louis XIII.,

the whole subject was considered, but being thought inexpedient for the times it was not revived, and the millers were ordered to keep weights in the mills. As this necessitated the attendance of the bakers at the mills, they themselves established in the market (the halle) on Wednesdays and Saturdays a small weighing-office, with a beam for weighing a sextar; and here, with the approval of the prefect of the city, they long continued to weigh their grain before sending it to the mills.

Some medieval customs of Anjou (art. 25), Touraine (art. 14), and several other places in France left entirely to the discretion of the miller whether or not he would have grain measured on its receipt at the mill: "Millers shall be empowered, if it seem good to them, to cause all grain to be measured in the presence of persons bringing it to be ground: if not, the oath of those bringing it may be taken as to its quantity, provided they be people worthy of faith—s'ils sont gens dignes de foy." But other customs strictly stipulated for grain to be weighed:—*Bayonne* (arts. 3, 9, 10)—"Grain and flour shall be weighed at the mills, and no charge made therefor; the weight of a conque of grain or flour should be 54 lbs. without the sack, and the rate of toll for grinding $\frac{1}{18}$th part."

CHAPTER VII.

PUNISHMENTS OF MILLERS.

VII. PUNISHMENTS OF MILLERS.

1. Manorial Penal Laws.

1. In consideration of actual or alleged offences by millers against the public, and the legal punishment entailed, we enter upon what apparently seems a dismal chapter of events; but in the end it will scarcely be found so gloomy a record as at first appears. The early medieval miller had not perhaps a very high reputation at times among his neighbours. It was imagined to be his special failing to prove delinquent, and legislation was introduced to keep him in the path of rectitude. But it must be borne in mind that legislation of the period of Henry III. and the early Edwards applied to most, if not all, other trades, the milling business thus not being alone in being the object of such special ordinances and restrictions; while it is to be remarked that in every one of the early guilds due provision was made by the members, in the appointment of searchers, to guard against "evil work" and "bad stuffe" being foisted on the public.*

Lib. Cust., lxxj et seq.

* In 1261 the lorimers of London, whose business it was to make the metal-work for those trappings of horses which made so great a show in pageants and in wars, were declared to be so consistently scamping their work that the mayor was compelled to issue an order to them "for the abating of all guiles and trickery," and forbidding "bad apprentices and other false men" working secretly at night and "furbishing up old bits" to look like new.

In 1270 the cap-makers were directed that no old caps were to be dyed black, because these renovations were sold for new. Nevertheless, in 1311 it was by common consent declared at a meeting of the mayor and aldermen that the common people of the realm were still greatly imposed upon by the cappers of the city.

In 1280 the lawyers, who of all others might have been thought above suspicion, were e'en as frail as the rest. It was not at all an unheard-of thing for a certain class of pleader called a "countor" to undertake a suit on the understanding that he should have a partnership in the profits: while an even greater rogue would take a man as his client, making himself acquainted with his

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1. Manorial Penal Laws.

The punishments meted out to millers extend over a wide range of topics. As feudal servants they were of course punishable according to the feudal laws of their manorial lord; and it is therefore in manorial and not statute laws that the earliest evidences of these penalties appear.

William de Tabley, in his charter to Knutsford, about the year 1292, makes the usual early stipulation: "Quod dicti burgensis molant blada sua ad molendinum meum de Knotisford pro xx° grano: et si contigerit quod molindinarius aliquod dampnum sutoribus ad molendinum fecerit per vicinos suos, secundum quantitatem delecti in curia emendabit"— "The said burgesses shall grind their corn at my mill at a toll of $\frac{1}{20}^{th}$; and if it happen that the miller inflict any damage in the discharge of his duty to the tenants at the mill, he shall make amends in court according to the extent of his defection." Similarly, in 1422, the lord of Ashton-under-Lyne, as elsewhere quoted, enters upon his customs roll a general statement of the liability of the miller to be "punished lightly by the lord at his court as the law and the custom will and as has been used aforetime." This "law" mentioned was manorial law,

Ormerod's Cheshire, i. 488.

case, with infinite effrontery pocketing his fee, and then calmly conduct the case on the other side.

In 1298, as to fullers, it was found by the city council that many defects were discovered in cloth sold in the city, on account of the fulling being improperly done.

In 1303 complaint was made to the mayor of London that the cordwainers were in the habit of unlawfully mixing the leather used in their work and selling dogskin for kid.

In 1309 the saddlers and joiners were found guilty of working secretly in the forests, patching up spurious saddle-bows of mere pieces of wood hurriedly glued together, unsafe and unsound, and smuggling the same covertly into the city by night.

And finally, as far as we are concerned, a poem, considered by Strutt to be at least as early as the reign of Edward I., deals fairly and equably all round with the traders then known downwards from the "merchans with their gret packes," and not forgetting the bakers:—

"Hail be ye bakers, with yur lovis smale
Of white bred and of blake, ful main and sale;
Ye pinchet on the rigt wigt, agens Goddes lawe;
To the fair pillori ich rede you take hede—
This verse is wrowgte so well that no tung i wis may telle."

Harl. MSS., 913.

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for no statute law seems ever to have been passed enacting penalties for millers, except incidentally in the matter of using false weights.

2. The Pillory.

2. Upon this subject the Statute for the Bakers (51 Henry III., 1267) directs that juries shall periodically "gather the measures of the mills" and test their accuracy, for a first offence in this respect a fine being doubtless inflicted. But "if any one practise the vile arts and devices of false measures, he shall for a second offence be sentenced to the pillory, for a third shall be imprisoned, and for a fourth shall be expelled from the town"—which, of course, would be the fate of any miller who possessed a too capacious toll-dish, and used it too often. Severe as the punishment was, it would but be accounted trifling compared with that inflicted by the Scotch Regiam code. These laws (1165–1214) contain the warning that millers shall not "use twa kinds of measures, ane mair and ane lesse";* and an earlier enactment (1125–1153) specifies the penalty for millers or any one else so doing: "The great paine of fals wechts and measures: Gif any man or woman be inquisition before the baillies is convict of false wechts or measures, he or see sall be in the king's mercie of life and limme, and of ther lands and tenements, and their heirs sall be forefaulted, except the king of his grace remit them"—though, as Skene adds, "be the auld burrow lawes of this realm users of fals wechts or measures are punished as traitours (*Leg. Bur.*, c. 132), but now they are punished onlie be death and confiscation of movable goods (*Capital Crimes*, 22)." Another clause, also in the

Regiam, xj, lxx.

Ibid., cxxxii.

* Using double measures, "a gret one to by with and a lesse to selle with," was punishable at Liverpool and at Carlisle in the sixteenth century by a fine of 6s. 8d., though it did not relate to millers especially. The crime, one of extreme antiquity, is denounced by the prophet Amos (viii. 4, 5): "O ye that swallow up the needy . . . making the ephah small, and the shekel great, and falsifying the balances by deceit."

same Statute for the Bakers, might be imagined to be directed against the millers: "Si quis autem presumat vendere farniam aute sophisticatum * vel aliquo alio modo fallacem, primo graviter puniatur: secundo convictus amittat totam farinam: tertio subeat judicium pillorie: quarto abjuret villam"—"If any one presume to sell flour adulterated or falsified in any other manner, the first time let him be severely punished; the second, forfeit the whole of the flour; the third, suffer sentence of the pillory; the fourth, abjure the town." But at this period millers were not allowed to sell flour nor yet grain, and the penalties here enacted were directed not against them, but against the bakers.

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2. The Pillory.

Text, ch. v., § 13.

The special fraudulent practices, however, of which the miller was suspected, and against which manorial laws were passed, were not in connection with the use of false measures or the sale of "sophisticated" flour, but had regard to the taking of too much grist. We have spoken of various causes which might bring undeserved odium on the miller, and we have now before us his condign fate upon conviction of actual crime. Briefly put, it resolved itself into the progressive series of penalties for successive offences already set out for the use of false weights or the sale of adulterated flour. This, in fact, was the usual graduated scale enforced on manors against any one breaking the Assize of Bread and Ale, bakers and brewers of course specially falling within its scope. Millers have been seen to have been constantly associated with bakers, to have been in something the same line of business as they, and to have been members of bakers' guilds. It was not extraordinary, therefore, that manorial laws

* "Gentyll bakers, sophystycate not your breade."—*Dyetary of Helth*, Boord, 1542.

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retained this association, and that millers at length became subject to be punished "in the same way as bakers": *i.e.* by fine, forfeiture of goods, the pillory—as shown in a contemporary sketch in the Cottonian MSS. copied by Strutt—and finally expulsion from the limits of the manor. The other instruments used for penal purposes were the tumbril or common scavenger's cart, and the thewe or cuckstool; but none of these were used for bakers or millers. Their uses are set out in many laws and customs, one of the most apt instances being the customs of Grey, Earl of Kent, 14 Henry VII., which mentions them all: "Offenders against the assize of bread being punished three times by fine, and a fourth time by the pillory for bakers and the tumbril for breweresses, scolds being punished by the thewe; that is to say, they are put on the beam called the cuckstool"—

2. The Pillory.

The Pillory.—*Thirteenth-century Sketch.*

Promp. Parv., 1499, Kukstole.

"per tres vices per amerciamenta, et quartâ vice pistores per pilloriam, braciatores per tumbrellum, et rixatrices per thewe; hoc est ponere eas super scabellum vocatum a 'cucking-stool.'" Various statutes of the thirteenth century, English and Scotch, not necessary to enumerate here, order the infliction of fine and the collistrigium, the neck-squeezer or pillory, for recalcitrant bakers (making

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no allusion to millers); but no such statute orders any more severe form of corporal punishment for bakers than exposure in the pillory entailed. Towards the close of the century, however, much greater severity was gradually observed in these punishments. When the pillory was ordered, exemption was not to be obtained by payment of a fine, as confirmed by a later statute.* Next fines were altogether abolished, and the pillory was ordered for a first offence; then the comparatively trifling penalty of the pillory was abolished, to be replaced by the hurdle; and finally offenders suffered both pillory and hurdle.

2. The Pillory.

3. The Hurdle.

3. The hurdle, as a punishment for millers, was first introduced in London in 1280, when, at the same meeting which substituted payment of toll in money for grist, the mayor and aldermen passed the resolution:—

Text, ch. v., § 12.

De molendinarius. Item provisum est quod si molendinarius convictus fuerit quod furatus fuerit de farina, seu fraudem interposuit, quod equus molendini veniens ad pondus cum farina attachietur, quousque dominus molendini veniat ad equum suum replegiandum: et quod dominus molendini venire faciat ipsum qui furabatur farinam, seu qui fraudem interposuerit. Alioquin solvat dominus dimidiam marcam. Et si molendinarius veniat quod habeat judicium claiæ ad modum pistoris: et nihilominus dominus satisfaciat de farina deficiente, vel de pecunia, ad plenam valentiam. Et si dominus venire noluerit, nec adducere molendinarium, quod prohibeatur ne aliquis accedat ad molendinum suum cum blado ad molendinandum, quousque satisfecerit ad plenum.

Lib. Alb., Bk. III., pt. iii., 354.

Respecting millers. It is provided that if any miller be convicted of stealing flour or effecting any other fraud, the mill horse shall

* Viscontz, seneschalx des seignurs de franchises, mairs et baillifs et toutz autres qont lassise de pain et de cervoise agarde, et le correction dicell, ne preignent null amerciment ne fyn pur null defaut tochant la dite pur quell homme ou femme par la ley avera penance corporale selonc ce quest autrement ordeigne par estatut: mais les ajuggent a mesme la penance corporel come le defaut requeit et facent eut due execution.

12 Rd. II., st. 1, c. 8.

Sheriffs, stewards of lords of manors, mayors and bailiffs, and all others who have to guard the assize of bread and ale, and the correction of the same, shall take no fine for any default concerning the said assize for which man or woman by law should suffer corporal punishment according to what has formerly been ordained by statute; but they shall suffer the stipulated bodily punishment according to the gravity of the offence, and the sheriffs and other authorities shall make due execution thereof.

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3. The Hurdle.

be seized and impounded, together with the flour, till the lord of the mill shall come to redeem it, and shall cause him to come who stole the flour or committed other fraud. If the lord fail in this, he shall pay half a mark. If the miller come, he shall undergo sentence of the hurdle in the same manner as the bakers; and, nevertheless, the lord shall restore the deficient flour, or pay for it at full valuation. If the lord will not come nor bring the miller, let it be prohibited for any one to take corn to be ground at his mill till full reparation be made.

The miller being punishable in the same way as the baker, let us see what was the *modus operandi* in his case. As defined by the same city fathers who passed the above law (1280), the use of the hurdle for a defaulting baker was but a preliminary to the pillory:—

Lib. Alb., i. 354.

Si defaute soit trouve en pain de pestour de la cite, a la primere defaute soit treine sus une claie de la Gilhale jusques al hostel meme celi pestour; parmi les plus grauntz rues, ov le faus pain pendaunt entre son col. Et a la secunde foitz soit treine de la Gilhale parmi la graunt rue de Chepe en la fourme avauntdite jesques al pilori: et sois mis sus le pilorie et la demoerge au meinz un houre de jour.

If default be found in the bread of a baker of the city, that baker for the first default shall be drawn on a hurdle from the Guildhall as far as his house, through the most grand streets, with the false bread hanging from his neck. For a second default he shall be drawn from the Guildhall through the grand street of Cheapside in the manner above said, as far as the pillory; and he shall be put on the pillory, and there shall remain at least an hour in the daytime.

Thus for a first offence miller and baker alike were liable to be drawn through the chief streets of the city from the Guildhall to the mill or house, or for a second offence to the pillory, in the manner depicted in *Assisa Panis*, the official register of the city in the reign of Edward I. for all such convictions. In the sketch a baker is represented with a faulty loaf tied round his neck; in the case of a miller, a small bag of flour would take its place. *Bailey's Dictionary* of 1730 says, "Hurdles or clayes are made of branches interwoven, about five or six foot long and three or four foot broad";

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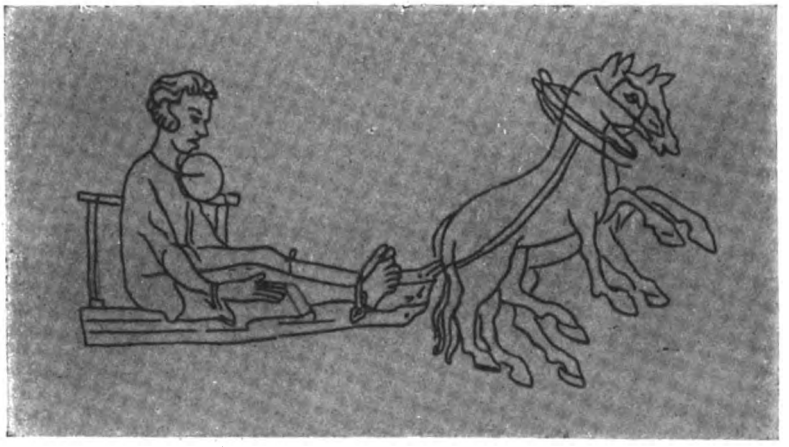
but those anciently used for drawing men upon through the ill-paved streets of London or other towns must have been firmly made of wood, and no doubt all local authorities who used them would be as careful of seeing that these appliances were strong and safe as they were enjoined to be of pillories and tumbrils.* Such then was the punishment of the London miller in 1280 for misappropriating flour or any other fraud in connection with grinding; and there is no doubt the same full penalty

3. The Hurdle.



The Hurdle.—*Thirteenth-century Sketch.*

or the pillory only was then the lot of the defaulting rural and provincial miller.

4. A London Miller sentenced.

4. Contemplating with what feelings we may the horrors of the hurdle, it is surely a consolation to reflect that, though *Assisa Panis*, the official book of convictions kept by the Recorder of London, contains many cases of bakers suffering the hurdle, there is not one of a miller undergoing such a sentence. This marvellous negative testimony to the ancient probity of the craft was, however, greatly imperilled

* *Statuta Pistorum* enjoins all local authorities to have a collistrigium et tumberellum sive pilloria of sufficient strength that delinquents placed thereon shall not be in danger of bodily hurt.

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4. A London Miller sentenced.

one gloomy day in February 1361, when nothing but the great age and venerable bearing of an old-time miller saved him from the hurdle and the records of the craft from disgrace. Still, no suspicion of purloining flour or taking extortionate toll attached to the affair; the offence was, in fact, merely an ebullition of ill-temper leading to an unwise action, and occurred in this wise:—

Assisa Panis.

Die Mercurii in Festo Cinerum anno regni Regis Edwardi Tertii post conquæstum tricesimo-quarto Willelmus Poggere molendinarius molendinæ Willelmi de Tudenham in Stratforde attachiatus fuit ad respondendum Thomæ Moritz communi servienti: qui pro communitate queritur de placito contemptus transgressionis et deceptionis.

Et unde queritur quod cum Thomas Whicherche, Hugo de Waltham, Johannes Gravele, Thomas de Thorneye, Johannes Hiltofte, Jacobus Andren, Willelmus Essexe et Henricus de Yerdelee, assiatores albi panis, die Mercurii proximo post Festum Sancti Mathiæ Apostoli anno xxxiiij [Edwardi] supradicti, venerunt ad molendinam prædictam pro tribus quarterius frumenti molandis ad faciendum assaium albi panis, per quod assaium pistores Londoniarum debuissent pistasse per totum annum supradictum, prædictus Willelmus ita malitiose et deceptione obtemperavit molendinam prædictam, quod prædicti assaiatores non potuissent facere prædictum assaium, secundem consuetudinem civitatis: in contemptum Domini Regis et communitatis, ad damnum communitatis ejusdem c librarum.

Et prædictus Willelmus Poggere præsens coram majori et aldermannis et immensa communitate cognovit se fecisse deceptionem, transgressionem et contemptum eodem modo quo prædictus Thomas Moritz superius queritur.

Ideo consideratum est quod prædictus Willelmus habeat judicium clayæ: sed prædicti mayor et alderm[i] propter senilem ætatem ejusdem Willelmi condonant judicium prædictum.

On Ash Wednesday, in the thirty-fourth year of King Edward the Third after the Conquest [1361], William Poggere, miller at the mill of William of Tudenham, in Stratford, was arrested on a charge of wilful contempt, transgression, and deceit, preferred by Thomas Morris, the common serjeant.

It is charged that when Thomas Whitchurch, &c., the [eight] assayers of white bread, on the Wednesday next after the Feast of St. Matthew the Apostle [February 24], in the said thirty-fourth year of the reign of the king, came to the said mill for three quarters of ground flour, to make the assize for white bread—by which assize the bakers of London should bake for the whole year above mentioned—the said William did maliciously and deceptively so obstruct the said mill that the said assayers were not able to make the said assize according to the customs of the city, in contempt [by William] of the lord the

king and the community, and to the damage of the said community by £100.

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And the said William Poggere, present before the mayor and alderman, and an immense concourse of the commonalty, admitted that he had practised the said deceit, transgression, and contempt in the manner complained of by the said Thomas Morris.

4. A London Miller sentenced.

Therefore it is adjudged that the said William shall suffer sentence of the hurdle; but the said mayor and aldermen, on account of the extreme age of the said William, remit the sentence.

All honour to them! For, after all, great doubt exists as to the offence of the aged miller. Truly enough it was the duty of the assayers to obtain flour from which to make trial bread before fixing the weight and price of loaves for the bakers of the city; but it is not clear why they should have chosen to go to the distant Stratford, practically outside the city, to obtain it. The custom under which they acted was that the wheat should be obtained in the city markets, and ground in the city. Moreover, eight assayers came on the scene instead of the regulation four; and they appeared in February, whereas the close of October was the correct month for these operations.* These considerations may have puzzled Poggere, who during many a long year had seen flour assayed and known the powers of the assayers, and he surely regarded the proceedings on this occasion as a fraud; probably stopping the mill or locking the official gentlemen in the building (as once the miller of Townsend, Liverpool, locked in the bailiffs), while he proceeded in search of Mr. Tudenham. The serjeant assessed the damage to the majesty of the law at the enormous total of £100, a sum more than sufficient to

* Secundum consuetudinem civitatis Londoniarum debet assaium ferri de pane quolibet anno post festum Sancti Michaelis per iiij viros discretos et juratos ad hoc electos. . . . Cujus modus talis est quod prædicti iiij viri jurati emant tria quarteria frumenti in Foro super Pavimentum, apud Greschurche, apud Billynsgate et apud Ripam Reginæ, &c. Lib. Alb., De Assaio Panis.

According to the customs of the city of London, an assay of bread should be made each year after the Feast of St. Michael by four discreet sworn men elected for the purpose. . . . The method is this: these four sworn men shall obtain three quarters of wheat in the Markets on the Pavement—viz. at Gracechurch, Billingsgate, and Queenhithe.

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build a very respectable mill, and the mayor liquidated the debt by ordering sentence of the hurdle. We may be sure it was with the approval of the "immense congregation" gathered to hear this sensational trial (which no doubt had more behind it than now appears) that the venerable miller was allowed to trace his steps homewards without aid from the corporation hurdle.

4. A London Miller sentenced.

5. Dublin Millers to be hanged.

5. Crossing the Channel, the Dublin miller in the year 1309 is found to be in a considerably worse predicament than the Londoner. Edward II. then maintained a tolerably extensive milling establishment near Dublin Castle, of which some records of the period are quoted elsewhere; but there were other mills in the city controlled by the municipal authorities, and it was with regard to these that the civic law from the customs roll of the city in 1309 regarding bakers and millers was enacted. So far as the bakers are concerned there was no reason for complaint, the pillory being enforced only for a third offence, the London hurdle being unknown:—

Text, Vol. IV.

Laws and Usages, City of Dublin, 1309.

Si nul pestour chet en defaute de sun pain, a la primere defaute il paiera xv deniers: a la seconde defaute il paiera xxx deniers: a la tierce defaute il esterra en la pillory et foriurra la cyte un an et un jour. E sil velt arriere venir a la cyte il foriurra cet mester sil neyt grace du meyr et de la communalte: et tout eyt it grace de recourer sun mester sun seal serra mis sur sun pain.

If any baker fall in default with his bread, the first time he shall pay 15d., and the second time 30d.; the third time he shall stand in the pillory, and then forswear the city for a year and a day. And if he wish to return to the city he shall forswear that trade, unless he have permission from the mayor and commonalty; and although he receive such permission, his seal shall be put on his bread [in the usual manner].

But mark the unfortunate miller. It should be said that the recitation of the customs sets out with the winning announcement: "Ces sunt les leys et les usages de la cytie de Diueline, les queux cheschun cytein deit bien garder et fraunchement saunz blameure,

VII. PUNISHMENTS OF MILLERS.

5. Dublin Millers to be hanged.

kar il sunt establiz par auncien temps"—"These are the laws and the usages of the city of Dublin, which every citizen should preserve well and fully without blemish, for they were established in ancient times." And under this artless guise we are introduced to the following anathema of the miller:—

Si un mouner prend ble a moudre il le deit prendre par estrik et amener a lostel comble et bien prisse duos foiz et treis. Et si le mouner seit atteinte de larrecin de ble ou de farine a lamontaunte de iiij^{d} il serra pendu en le molin sur le bem.

Si eluy a ky la farine est ne velt sure, les bailifs devient sure, et durrunt cet farine pur lamour de Dieu, et prendrunt quaqe sunt en le molin, petiz et graunz, et mettrunt en la prison xl jours. Et apres le xl jours il forsiurrunt la cyte sil ne poent trouer pleges quie ne frunt nul damage apres. Et si nul face damage apres, les pleges repondrunt del damage.

Si le damage est tel quie est digne destre pendu, il serra pendu hastiment, sil neyt grace du meir et des bailiffs. Et tout eyt il grace quie ne seit penduz, le meir et les bailiffs deiuent seisir touz ses biens.

If a miller take corn to grind, he shall take it by the strike measure, and shall take it to the [customer's] house full and well pressed two or three times. And if the miller be guilty of larceny of corn or flour to the value of fourpence, he shall be hanged in the mill on the beam.

If he to whom the flour belongs does not wish to claim it, the bailiffs shall do so, and shall give it to the poor for the love of God; and they shall seize all who are in the mill, little and big, and put them in prison for forty days. After the forty days they shall forswear the city if they cannot find sureties that they commit no future damage; and if they do commit further damage, the sureties shall answer for it.

If the offence be such that he [the miller] is worthy to be hanged, he shall be hanged hastily, unless he be pardoned by the mayor and bailiffs. And even though he be reprieved from hanging, the mayor and bailiffs shall seize all his goods.

A short shrift, an improvised halter, a gathering of "all in the mill great and small," including the family of the hapless wretch; and the miller with the sack short by a miserable fourpennyworth of flour before his eyes is "hastily" swung up to the beam in the stuffy little mill where he has so long laboured. The din of war rages without, and the glory of arms resounds through the king's castle hard by; but

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in the gloom within hangs ever a warning wraith, bidding all future millers to honesty, and attesting the watchful care exercised over the public interest by the mayor and corporation of the city. But, after all, so far as we know, the whole of the scene is as a dream; for precisely as there is no record of any miller being hurdled in London, so there is none of any being hanged in Dublin.

5. Dublin Millers to be hanged.

6. Later Leniency.

6. By the year 1468 in London the treatment of millers was somewhat alleviated, and the city orders respecting the craft in that year are of a very mild type—the toll regulations, as already quoted, concluding merely with the gentle admonition: "He shal nat water nor chaunge no mannys corne to geve hym the worse for the better; also he shall have no hoggis, gees, nor duckis at his mylle dore, nor in his mylle of his owne nor of non oder mannys; nor no maner of pultre but three hennys and a cok. And if he woll not beware of two warnings, then the third tyme he to be juged unto the pellory."

Strype's Stow, 1720, ii. 345.

Reverting to France, various of the customs of the sixteenth century are found to evince the same tendency to leniency in the matter of punishments. At Bayonne grain and flour were to be weighed at the mill without charge, and any lord or miller not rendering a true account of the weight was to be held to render up any portion illegally detained, and pay a fine of twenty francs, half of which went to the repair of the town and half "to the party interested." The same customs (tit. 23, art 1) again refer to the subject: "Any inhabitant delivering to a miller in a mill or to the receivers at the due place sacks of grain for grinding, and the same being lost or the grain damaged or wasted, then the millers or they who received the grain shall fully pay the cost of the lost or wasted grain to the

owner, who shall be believed upon his oath as to its value; and if the millers have not the means to pay, the owner of the mill shall do so." While the customs of Bretagne (art. 385) contain the saving stipulation: "Any one complaining of loss of his grain at a mill shall be believed upon his oath as to its quantity unless the miller shall have previously requested him to measure it; but the fact of such an oath being taken should not necessarily be regarded as a matter discreditable to the miller—par ce serment le meusnier ne doit estre reputé infame."

CHAPTER VIII.

MILLING SOKE.

VIII. MILLING SOKE.

1. Origin of the Term.

1. THE derivation of the peculiar and now obsolete word *soke* is to be traced to the Saxon term *soc*, signifying a privilege or liberty: as *saca*, the privilege of exclusive jurisdiction in a manor; *soca*, the district over which such privilege extended; *soccage*, a feudal form of land tenure; and *socman*, the tenant. Thus by a *soke* was meant both a privilege and the estate over which that privilege prevailed—*i.e.* the privilege of local government on a manor, and the manor itself—the term being used indifferently. Domesday contains frequent such entries as "Ad hoc m̄ p'tinet soca de," &c.—"To this manor appertains the soke of" some neighbouring district; this latter being governed from the manor, and its inhabitants owning allegiance to the lord of the manor, their master and often owner. They were socmen, holding their lands by soccage under the lord. In the present day a freehold tenure is said to be a tenure by soccage under the sovereign, though the ancient conditions attached to it are all abolished.* Regarding the application of the term to a privilege, a charter granted by Lib. Alb., ii. 129. Henry I. to London concedes: "quod ecclesiæ et barones et cives habeant et teneant bene et in pace *sokas* suas cum omnibus consuetudinibus"—"clerics, barons, and citizens shall have and hold truly and

* 6 George IV., c. 59: "An Act to provide for the extinction of feudal and seigniorial rights and burthens on lands held *à Titre de Fief* and *à Titre de Cens* in the province of Lower Canada, and for the gradual conversion of those tenures into the tenure of free and common *soccage* as in England."

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in peace their sokes [rights or privileges], with all customs relating thereto." As regards the application of the term to a place, the customs at Queenhithe, 1243, term that port "the soke of the queen"—"soka reginæ"—the district over which she exercises special rights as lady of the manor. Robert FitzWalter, in 1303, possessed a soke or ancient manorial estate within the city of London, extending from the brew-house of St. Paul's to the Thames and Ludgate, wherein he had jurisdiction over his sokemen, and where, "if any man be convicted in the sokemanry, he must have stocks and imprisonment in the soken"; as quoted by Stow from the record. The Portsoken Ward, London, frequently mentioned in ancient and modern periods, calls to mind the same early origin of the term; it was applied to the liberties of the city outside the walls in the reign of King John, one of whose charters to the city refers to "infra muros civitatis neque in portsocha." Various modern instances occur of the application of the term to a district.*

1. Origin of the Term.

Old and New London; i. 283.

2. From the general bearing of the term, its application to mills will be perceived to comprise certain rights or privileges possessed by them. These (which always attached to ancient feudal mills, unless they had, voluntarily, not been claimed, or else had been allowed to lapse) comprised the right of prohibiting any other mill to be built in the manor, and the power of compelling all residents in the manor to grind at the feudal establishment of the lord. These were its soke, and the manor was its soke district.

2. The Soke.

> Great soken hath this miller, out of doubt,
> With wheat and malt of all the land about,

Text, II. 129.

says Chaucer of the miller of Trumpington. The

* "The soake and wapentake of Candleshoe, Lincolnshire" (18 George III., c. 34). "The borough and soke of Doncaster" (43 George III., c. 34). "Ridings, divisions, or sokes" (5 George IV., c. 69).

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2. The Soke.

term was subject to several variations: thus we read of an action at law in 1687 "touching the custom of suite and soake, *alias* socke, *alias* soken, to a water corn mill at Hawkeshead, Lancashire." The soke or multure, as expressing either its compulsory power over the tenants to grind or its actual earnings in toll-grain, is to be found in medieval times variously expressed under the terms molta, molnagium, molinaria, mollegium, moletura, molnea, mouta, "molneragium, or, as it is called, jundragium," and other irregular localisms, the neatest designation being the plain and simple "molendinaria jura," the right of milling.

Lanc. Exchr. Depos., 3 Jas. I.

3. Established by Manorial Law.

3. Milling soke was never established—as it was never abolished—by any statute law. The whole of the early laws already quoted are remarkable for making no allusion to it. The nearest approach to the subject is the declaration in the ancient Welsh laws that "a lord owns the toll of his mill"; but this gives him no exclusive rights to establishing or building mills, nor power to astrict tenants. Referring to Norman laws immediately after the Conquest, we find very few allusions to the existence of soke; indeed, with regard to this as to other milling topics, "less is to be found," remarks Barrington, "in the laws of England than in those of perhaps any other European country." Evidently it was the lack of any statute specially establishing soke which led the more ancient commentator Henry de Bracton, *c.* 1250, in his critical dissertation on English law, to declare no man to be prevented by law (*i.e.* by statute law) from building mills: "Cum à lege vel à cōstitutione p̄hibitus nō sit ne molendinū habeat vel cōstruat."

Observ. on Statutes, 1774, 211.

De Legibus Angliæ, iii. 477.

Among the earliest English statutes which might be expected to allude to soke are the Statute of the

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3. Established by Manorial Law.

Assize of Bread, *Assisa Panis*, and that of the Pillory, *Judicium Pilloric* (both attributed to 41 Henry III., 1257), which refer to millers, but make no mention of soke; and the Statute of the Bakers, *Statuta Pistorum*, of a slightly later date, which refers to the taking of mill toll, as quoted elsewhere, but not to the lord owning any exclusive right to take such toll. *Extenta Manerii*, the law regarding the survey of manors, ascribed to 4 Edward I. (1276), is more to the point in enacting that surveyors of manors shall "inquire regarding mills and fisheries separately and together what they are worth by the year."

The Scotch code *Regiam Majestatem* contains no formal legislation of milling soke, and the earliest allusion to it is of not earlier date than the fourteenth century;* while the French law of 1270 referring

* The early portion of *Regiam Majestatem* is considered by high authority to be nothing but a magnificent forgery, comprising, not a collection of Scotch laws of the twelfth century, but a mere reproduction of English statute and common law of the thirteenth century. Thus its early milling statutes are not of the date they profess to be, and what they are said to enact in Scotland in the twelfth century are customs in vogue in England in the thirteenth century and earlier. The case against the authenticity of the Scotch code is aptly summarised by the former Historiographer-Royal of Scotland: "Wales had its code of laws bequeathed by Howell Ddu; [England, that attributed to Alfred; France, that ascribed to Charlemagne;] and Scotland was not behind in such pretensions. She long boasted of the collection of laws called *Regiam Majestatem*—a full and carefully matured code, adapted to the purposes of a great and civilised state. It was alleged to be the fruit of the skill and learning of the Scots lawyers of the twelfth century, stimulated by the enlightened policy of King David, hence called the Scots Justinian. In 1425 this collection is referred to in one of the statutes of James I. With the exception of a passing doubt by authors so critical as Sir Thomas Craig or Lord Stair, the collection was received with acclamation by the commentators and practical lawyers; and it was a matter for national satisfaction and pride when in Queen Mary's reign a commission was appointed to revise and publish these old laws. So implicitly did public faith continue to rely on this code, that when at the beginning of the present century Lord Hailes published *An Examination of Some of the Arguments for the High Authority of the Regiam Majestatem*, his telling criticism was received with a sort of surly discontent. Sir Edward Coke remarked that the ancient constitution and laws of the two kingdoms were nearly identical, as might be seen by comparing the *Regiam Majestatem* with the English collection by Glanville. . . . In the end it was set beyond all doubt that the *Regiam Majestatem* is little else than a transcript of the *Treatise on the Laws and Constitutions of England*, attributed to Randulph de Glanville, Chief Justice of England in the reign of Henry II. [1154–1189]." Possibly this politic fraud was practised on the Scotch by Edward I., who, after annexing the country, certainly did appoint a commission of English and Scotch magnates to frame a code of laws for the northern kingdom. Our various extracts from the code are taken from the excellent compilation issued by the commission appointed by Mary Queen of Scots, this being edited and rendered into the

Hist. Scotland, J. B. Hill, 1873, ii. 58.

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to soke is really a consolidation of the feudal customs of Paris and Orleans.

4. Early Instances.

4. It is evident, therefore, that soke had not its origin by statute law, but by the individual action of manorial lords on their own estates. Such a lord built a mill for the common behoof of the residents in his manor: hence, on the one hand, he refused to allow any one to build on his land a competing mill; and, on the other, compelled his tenants to give his mill their custom. The practice thus originally existed only in certain isolated manors.

This would be the case in England in the year 762, when the mill of Cert Dover, belonging to the monastery of SS. Peter and Paul, held soke rights over half the town of Hythe, the abbot to this extent being manorial lord of that part of Hythe by bequest or other gift from the original owner. The same condition of affairs prevailed again in 940, when the tenants of Sutton Coldfield, Warwick, were said to be bound to the mill of that manor. And again in the ninth or tenth century, when the Welsh code declared a lord to own the toll of his mills. In many manors the lords do not seem to have exercised the privilege of building mills, for reasons now difficult to assign, permitting any tenant who chose to do so; hence, in the time of the Confessor, as shown by Domesday, numerous mills were held by ordinary freemen, who, however, would have no power to prohibit the erection of other mills or enforce the custom of their neighbours. About the date of Domesday, however, the erection of mills had become to be recognised as a valuable source of income, and the practice rapidly spread till it became almost

Text, II. 97.

Ibid., 123.

Ibid., 95.

vernacular in 1609 by John Skene, who, mistaken like others of his day, duly vouches for the validity of the code: "King David I., sonne to Malcolm III., was king in zeir of the warld 5094, of Christ 1124, and raigned 29 zeirs; in qhais time thir lawes were writin: these bukes conteines authentic lawes."

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universal throughout the country. All this took place without any legislative interference. The early feudal system of the Continent and that of Saxon England were identical before the invasion of William I.; and the isolated instances of partial early soke customs prior to 1066 just mentioned were based on that primitive system. A French instance prior to 1066 may also be quoted. In the time of King Robert (966–1031), Fulbert, Bishop of Chartres and Chancellor of France, complained to Richard, Duke of Normandy, that "Baldric our minister will have introduced a new trouble for our people, proclaiming that they shall go to the mill of St. Andrews, five leagues distant from their homes."

Definite English allusions to the existence of soke are found in many early manorial charters. Randolph, third Norman Earl of Chester (1181–1232), granted to Salfordshire a charter to which Simon de Montford was one of the witnesses, containing the clause: "p̄ r̄onabil g̃suetudines si molendinũ ibi habuo⁹ ipsĩ burg̃ ad molend̄ meũ molent ad vicesimũm vas, et si molendinũ nõ habuo⁹ ibid̄ molent q°cuq; volũint"— "By memorable custom, if I have a mill here, the said burgesses shall grind at my mill at the toll of the twentieth vessel; and if I have no mill, they may grind where they please." At Manchester there was already a manorial mill, which in 1134 the lord of that place, Robert de Greslei, had granted to Swinhead Monastery; and in 1301 there was a manorial mill, which Thomas de Gresley in his concessions to the burgesses reserved to himself by charter: "The said burgesses shall follow to the lord's milne and his common oven, and shall pay their customs to the said mill and oven as they ought and were wont to do."

Baines' Lancashire, ii. 170.

Monas. Ang., i. 773.

Text, Vol. IV., Manchester Mills.

The original charter of Macclesfield, that of

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Edward, Earl of Chester, son of Henry III., in 1256, contains the mere stipulation that the burgesses "shall grind their corn at our mill at a toll of one-twentieth, as they have been accustomed";* and this is the most ordinary form these documents assume.

Ormerod's Cheshire, iii. 740.

Sir Robert de Stokeport, *c.* 1206, in his charter to that town, extended the soke claim very materially: "Predicti burgensis debent molere omnia blada sua crescentia supra terram suam infra metas de Stokeport vel blada moram facienda in villa de Stokeport ad molendinum vel molendina mea ad sextem decimum vas, si habeam molendinum vel molendina infra divisas de Stokeport"—"The said burgesses should grind all the corn grown on their land within the boundaries of Stockport, or corn caused to stay in the town of Stockport, at my mill or mills, at a toll of the sixteenth vessel, if I have a mill or mills within the boundaries of Stockport."†

Ibid., iii. 791.

* This was the lord's mill at the date of Domesday, which states: "here is a mill pertaining to the manor." In 1356 Prince Edward granted to Richard his baker an annuity of £10 for his services in Gascony and England, chargeable on the issues of the mills and bakehouse of Macclesfield. The original estate was a watermill. In 1361 it comprised two watermills under one roof and a windmill, which were leased for seven years,—the tenants to find the usual necessaries for repairs except timber; the earl to find this and carriage, together with millstones. The windmill endured till modern times, being situated at one end of Mill Street, in which was also the king's bakehouse. Late in the seventeenth century the mill was held under the Crown by the Bellasyse family, of Sutton Hall, Macclesfield, by whom an annuity of £5 was charged upon it to the support of a priest at Sutton. The Roman Catholic establishment was subsequently transferred from Sutton to Macclesfield, and the annuity from the mill was paid to the priest up the year 1821, when, from some cause not explained, but associated with the settling of Dr. Hall in the town, the payment was discontinued. In somewhat the same manner the Queen's Mill at Aberystwith in 1585 was subject to providing from its profits the expense of maintaining the performance of divine service in the chapel of St. Mary there, and was granted to Richard Pryse at a rent of 60s. on that condition, or, as the lease stated, "on condition of him performing divine service." It remained in the Pryse family for a considerable period; but the payment to the chapel ultimately lapsed, and no mention of it appears in the Act, 16 George II., referring to the now demolished chapel. In 1234 the profits of Ruaval Mill in Jersey were subject, according to the "Domesday Book" of the island, to contribute annually 40s. to the priests of St. Nicholas in the parish of St. Peter for their maintenance, and 20s. for lighting the church.

Antiquities of Macclesfield, J. Finney, 1871, 67.

Arch. Cambrensis, 1854, 60.

† The soke of Stockport manorial mills lasted till modern times. At no distant date from their foundation the two watermills there yielded multure exceeding in annual value all other tolls of the town put together. In 1828 the last relic of the establishment, the old Stockport Mill, which was then a windmill, was abolished. It had obtained some notoriety as the headquarters of the

Hist. of Stockport, iv. 57.

Hamon de Massy made the same extended claim; *c.* 1290, in his charter to Altringham: "Volo quod burgensis mei molent omnia blada sua super terram de Altringham crescentia vel in eadem villa herburgata ad molendina mea pro octavo decimo vase multura"— "I will that my burgesses grind all their corn grown on the land of Altringham or stored within the said town at my mill, at a toll of the eighteenth vessel." The Cheshire historian Sir Peter Leycester (1674), quoting this charter, seems to fail to perceive the exact import of the peculiar Latinised Frankish term "herburgata," upon the meaning of which the special character of this charter depends. His explanation is: "id est hospitio expensa"—"corn consumed in the houses of the burgesses." But it rather means literally (to coin a word) corn that was "entowned" or brought within the gates of the town, being derived from the Saxon "burg," a town. Ibid., i. 536.

The Charter of Forests, apparently granted by King John in 1215, and confirmed by Henry III. in 1218,* recognises the milling soke of the king upon his own private estates, and by clause xiii. the king absolves his tenants from liability to it: "Unusquisque liber homo faciat in bosco suo vel in terra sua quam habet in foresta, molendinum, stagnum, &c., ita quod non sit ad nocumentum alicujus vicini"— "Every freeman may erect in his portion of the forest or on the land he may have in the forest a mill, a pool, &c., provided such be not to the injury of his neighbours." This grant of a right usually conserved

local Chartists in the period preceding "Peterloo Massacre" at Manchester (1819–22), Orator Hunt, then in the zenith of his fame, having held frequent secret meetings of his friends in the upper floor of the structure. Chesh., N. and Q., i. 60.

* "The Charter of Forests granted by King John to his subjects in the year 1215" is the title of the text printed by Rapin. On the other hand, the official *Statutes*, printed by order of George III., 1810, contain a facsimile reproduction of the charter, preserved in Durham Cathedral, as granted by Henry III. in the second year of his reign, this apparently being a confirmation of the grant by King John.

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is the earliest definite suggestion in Norman times of which we are aware of the existence of soke. Though the royal forests, portions of which had been granted to private persons, remained the estates of the Crown, this charter freed the tenants from suit to any mills of the king, and endowed them with the right of erecting mills for themselves at will.

Magna Charta contains the stipulation that the warden of heirs under age shall keep up and maintain all houses, parks, pools, mills, &c., and shall restore the same to such heirs on their attaining their majority, but makes no special reference to any privileges possessed by those mills.

Text, ante, § 4.

The French soke mill of which Bishop Fulbert complained, about the year 1000, is apparently the earliest known in that country, and later customs of French manors are, like this, identical in spirit with the early English charters. An ordinance of 1270, entitled "Establissments de St. Louis roy de France, selon l'usage de Paris et d'Orleans et de Cour de Baronnie," contains a chapter (105) "on grinding at mills according to soke, and rendering suit and service to the same"—this edict, however, being but a compilation and confirmation of the manorial or baronial customs of Paris and Orleans, and not a statute on any original basis regarding soke. The reformed customs of Paris issued in 1580 declare no lord to be entitled to compel suit to his mill unless he have a valid title to such right of twenty-five years' standing.

Vie de Louis, Joinville, 38.

La Mare, Liv. V., tit. ix., c. 3.

Among the various modern French customs may be adduced the following, quoted from La Mare's excellent compendium:—*Nivernois* (c. 18, arts. 1, 2)—"To acquire bannalité * of mill or oven, it is neces-

* The French manorial mill was termed the banal mill, from "bannum," a term indicating a proclamation or the district over which such proclamation availed—an English use of the term in its former sense occurring in the "bans" of marriage. The banal mill was, therefore, the mill proclaimed or prescribed by the manorial lord.

sary to possess title or peaceable possession for thirty years on the part of the laity or forty years on the part of the Church, and provided that the prescription has been preceded on the part of the lord by a prohibition to tenants to grind elsewhere than at his mill. Tenants subject to the bannalité cannot dispense with it and acquire their liberty by a custom of grinding or baking elsewhere unless such custom shall have peaceably continued for thirty years with regard to the laity or forty years with regard to the Church." The customs of Anjou (arts. 27, 28) and of Maine (arts. 31, 32) are identical with the foregoing, except that they stipulate for a period of thirty years on the part both of laity and clerics, and add the condition that during these thirty years the lord shall have had his mills and ovens in efficient repair and condition, and that the tenants shall have resided in the manor the whole of the time. *Poitou* (arts. 34, 38, 40, 51, 143)—"It is sufficient to establish a right of soke by the lord of a manor that he possess a sufficient mill, driven by either wind or water, provided that it be within his demesne or in some other place held by him in chief or as life tenant within the manor—pourvû qu'il soit dedans son fief ou en autre lieu tenu de luy noblement ou roturierement au dedans de la banlieue. . . . If the manorial lord have not a mill, the tenants shall be obliged to go to the mill of the baron [the superior lord], if he possess one in the barony; but if the manorial lord build a mill, he enters upon his rights, and the tenants shall grind with him. . . . A lord having no mill of his own cannot transfer his rights to a neighbour, and his tenants cannot be compelled to grind at the mill of any one who is not their lord."

From the foregoing it is fully evident that soke

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mills were part and parcel of manors, and could not exist otherwise. The same fact shows us that when manors could no longer be created soke mills could no longer be established. A statute of Edward I. (1290) which put an end to the further creation of manors * marks, therefore, the date before which every milling soke in the kingdom must have been established and exercised. Thus, though all soke mills were not founded before 1290, yet those of later date were certainly established in virtue of rights acquired and exercised before then. But if a lord held a soke, he was at liberty to build as many mills as he pleased, at what time he pleased, within his manor—the same right, of course, descending to his successors; hence, as time progressed, new soke mills were constantly being built under ancient rights to meet modern requirements. The various soke mills which existed early in the nineteenth century were no exception to this rule: their privileges were to be traced back to ancient rights unbrokenly exercised for many ages, otherwise they could have possessed none.

Statuta quia Emptores Terrarum, 18 Ed. I.

5. Additional Mills.

5. It has already been stated that the lord of a manor owning a milling soke had the right to build as many mills as he pleased, at what time he pleased. If the mill were upon an unsuitable site, it might be removed; water power might be abolished for wind power; any mill might be pulled down and a new one erected,—always provided that the lord kept sufficient and proper resources in existence for the requirements of residents within the soke district. Watermills as well as windmills were removable at

* "A manor ought to be by long continuance of time beyond the memory of man; for at this day a manor cannot be made because a court baron cannot now be made: and a manor cannot be without a court baron and suitors and freeholders, two at the least; for if all the freeholds except one escheat to the lord, or if he purchase all except one, then his manor is gone, causa qua supra, although in common speech it may be so called."

Law Dicty., Cowell, 1607.

pleasure by the owners within convenient limits. By an early undated deed Richard, the son of Gilbert of Eston, disposed to the abbey of Stanlawe, Cheshire, the mill of Acton, with the stipulation: "Quod si situs ad molendinum faciendum subtus molendinum quod nunc est infra diuisas de Acton inuentus fuerit, liceat monachis molendinum assidere ubicunq. sibi magis competere viderint, et terram ad molendinum faciendum et ad stagnum firmandum et sublenandum tam procul quam prope circumquaq. molendinum sibi sufficienter assumere"—"If a site for building a mill be found below the mill that now is [lower down the watercourse] within the limits of Acton, it shall be lawful for the monks to establish a mill wherever to them may seem most suitable, and take sufficient land for building the mill and making the pool, whether near or far from the present mill." Richard Blundell, lord of Ince, Lancashire, in granting the mill of Alt to the same abbey (*c.* 1200), entitles the monks to remove the said mill to any other site on the Alt at their convenience.

Coucher-book, Whalley Abbey, ii. 390.

It has been remarked that in rebuilding or altering the site of mills the lord was bound to maintain sufficient accommodation for his tenants. One of the customs of Blois (art. 238) made very careful provision against any alteration of the site of a soke mill during rebuilding: "No one may remove the foundation-stones (lever le viez et suz gravier du moulin, *or* le chenet du moulin) without first calling the attention of the justices to them and making a plan of the situation of the same, so that they may be replaced on the exact site they previously occupied."

A modern aspect of the lord's right in rebuilding is thus stated by Shelford: "Where by the custom of a manor all the tenants, resiants, and inhabitants were bound to grind all their corn and malt at two

Law of Copyholds, 1853, 46.

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ancient mills belonging to the lord, the custom will be suspended by the lord's pulling down one of the mills and depriving the tenants of their option to grind at either one mill or the other." In the case of Richardson and another *v.* Walker (in which this decision was given) mention is made of an alteration of the Selby Mills by the destruction of a horse-mill, such alteration being contended to destroy the soke. The soke was lost upon another issue; but in the same court, and on the same day, in another action, this point of option was specially raised, and the decision given upon it. Richardson and another, holders of the mills, brought an action against one Capes, a resident, for evading the soke. The mills up to about 1760 had comprised two ancient watermills; these had then been pulled down, one watermill being erected upon the site, with a windmill above it. About 1806 the stream of water was diverted under the authority of an Act of Parliament, and steam power introduced. In addition the soke-owners had, five hundred yards distant from their principal establishment, a small horse-mill, which in 1814 was pulled down, tenants who had ground there being required to attend the steam-mill. The defendant absented himself, and it was now pleaded that, whereas he originally had by custom the option of grinding at either of the mills, the deprivation of such option had broken the custom, and he was free to grind where he pleased. The Court adopted this view, and decided that the right of enforcing the soke at the steam-mill was suspended so long as the horse-mill remained unrestored. In the time of Charles II. (1666) it was contended in the courts that precedents were wanting for authorising the destruction of a mill not in a manor of the king, and that only in such a manor could this be done; but this view seems to refer solely

Text, ch. IX., § 5.

Law Rpts., 1824, 4 D. & R., 512.

to the entire abolition of the only mill a manor might possess.* VIII. MILLING SOKE.

6. At Launceston Assizes, 1302, a curious action, brought by a miller against a prior, instances the jealous care with which soke rights were conserved. A miller, having for some time worked a priory mill, seems to have been struck with the enterprising idea of building a mill for himself just over the border of the priory manor, and securing the custom of the monastic tenants. The prior, of course, prevented the latter going to the new establishment, or, indeed, any other establishment but his own; whereupon the indefatigable miller promptly arraigned the already much-injured monk for keeping custom from his new mill. 6. Disputes as to Ownership.

"Nicholas de Tremoda, who is here, showeth that the prior of Launceston, who is there, tortiously does not allow his villeins of W—— to do suit to the mill of the said Nicholas as they ought and are used to do. . . . Whereas they ought to grind there at the twentieth vessel . . . the said prior for the last ten years has not suffered the said suit to be done. *Westcot* [attorney for the prior, after endeavouring to get the proceedings quashed on various hair-splitting technicalities, all of which are overruled]—His mill has been newly erected within the last ten years, and he produces no specialty showing that our villeins are bound to grind there. *Hunt* [on behalf of the miller]—We and our ancestors were previously seised of the suit at the same place. *Mutford*—Will you say that you have been seised of the suit at the same place where you have avowed? *Hunt*—We will aver that we have been seised of the suit to our mill in the same fee: for suppose that the mill be swept away and I Year-books of Edward I., 1302.

* See also *White v. Parker*, Hardr., 177; *Duke of Norfolk v. Myers*, 4 Madd., 83; *Gard v. Callard*, 6 M. & Selw., 69.

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build another, I think that the suit is nevertheless due to the fee where the mill was. *Brumpton*—If you owe suit to my court at a certain place, and I hold my court at another place, and you make default and I distrain for your default, I do not think I could well avow; and so in this case. *Hunt*—I think that if you held the court within the same fee, and the difference of place was no hurt to the person who owed the suit, you could well avow; and so in this case, for the mill has been built not a perch distant from the site of the old mill. *Mutford*—He cannot say that the suit is due at the place where the mill is now built. *Hunt*—You cannot say that the suit is not due to the same fee in which the mill now is, or that the situation of the mill is more inconvenient to you than that of the old one, or that it is not on the same bank. *Berrewik*—Is the mill built within the same fee or not? *Mutford*—Not within the same fee. *Hunt*—We have been seised of this suit to our mill *in Trenodaburg*. *Mutford*—He can only demand this suit by one of two ways—either as being ancestral, or by virtue of a deed. As being ancestral, he cannot, because the mill is newly built; by deed, he cannot, for he produces none in court. *King* [for the prior]—Our predecessor, without the assent of his chapter, gave to him two furlongs of land and the mill *of Bonnallta*, yielding therefor yearly six shillings; but he has ceased to pay the rent, and has built a mill in Trenodaburg, and wants to draw our villeins to do suit to his mill at that place, where there was never previously a mill. *Hunt*—We and our ancestors have been seised of that suit to our mill in Trenodaburg. And the other side the contrary. Therefore a jury."

The decision is not recorded, though there is no doubt that the new mill had no right to draw away to Trenodaburg the tenants of Bonalta; and the jury,

falling back upon custom, would certainly endorse the refusal of the prior to allow his people to frequent the opposition establishment.

Another instance of either sharp practice or extraordinary ignorance on the part of a miller occurs at about the same date as the above trial:—Alice de Bath sought to recover possession of a third part of a mill from Walter Tremor. Walter simply referred the matter to Alice's relative, Hugh de Bath, who he said was his warrant or guarantee for possession. Hugh, on being put in the witness-box, seems to have denied Walter's statement of the case, asking how Walter could put forward a charter from his (Hugh's) father, for the charter in question stated that the latter had sold him not a corn mill but a fulling mill. Alice's advocate, Muddelton, followed up by stating that "Walter had bound himself by writing that he would not construct any corn mill in the same town, to the damage of our mill, without our permission; and now we tell you that Walter has constructed a corn mill on his own account." This disclosure settled the case, and Walter learned that he was not at liberty, if he owned a fulling mill, to turn it into a corn mill at his own will and pleasure.

Something of the same nature underlay the circumstances resulting in an action in 1303. In a writ of dower a demand was made for a mill and a third part of three acres of land, for which the tenant said he had warrant of ownership. When his guarantor came, however, it appeared that what he had owned and guaranteed was only a piece of land, which had no mill upon it. "*Herle*—The demand is for a mill, and the charter speaks of a piece of land. *The Tenant*—We have, since the gift, built a mill on that piece. The case

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was that the woman's husband was seised of that piece of land when it was not built on [the lady now seeking to recover the land with the mill upon it]. *Hengham*—If I enfeoff you of a vacant piece of land, and you afterwards build a castle on it, ought I to warrant you the castle? (As if saying 'No.') But for all this you ought to have disclosed the circumstances when you vouched: therefore, in respect of the mill, let him be absolved, and let him warrant the remainder." The miller therefore lost the valuable illegal establishment he had founded in the meadow.

7. Convenience of Tenants.

7. The consideration evinced in the quoted charter of the abbot of Ramsey towards the convenience of tenants bound to his mill was a wise and salutary concession which, if more generally followed, would in future ages have obviated a prolific source of trouble and discontent. We are aware of no such extreme instance of disregard for the convenience of tenants as that of which Fulbert, Bishop of Chartres, in the eleventh century, complained—[tenants being compelled to travel five leagues to the mill. But cases of less serious inconvenience were by no means rare; hence a usual custom sprang up of stipulating a radius round the mill, limiting the extent of its soke. In the case of manors the limit was of course that of the manor.* Definite limits were prescribed in various French local customs beyond which tenants should not be compelled to travel to the manor mill. According

Text, ante, § 4.

* A Scotch Regiam enactment of about 1423 mentions the case of a man "passing through towns" as though he travelled great distances, on his way to the mill; but this, however, does not seem to refer to a manorial mill: "Of passengers in time of nicht—It is not lesome to any man to passe forth of his house or to walke or travel in tyme of nicht, except he be ane man of great authorite or of gude fame, bot in three cases: (1) to bring a priest to a sick man; (2) the second cause is the mylne, as caryand cornes to the mylne, the quhilk cause sic like he must notifie and declare in the townes be the quhilk he passes; (3) for the king's necessary affairs."

Reg. Maj., Baron Laws, c. 1423, lxii.

to those of Poitou, Touraine, and other places, this "lieuë" should not be more than 2000 strides of three feet each from the door of the tenant to the hurst of the mill; in Anjou and Le Maine the limit was that of 1000 revolutions of a wheel five feet in circumference; in Brittany the "banlieuë" should not exceed the length of sixty cords of sixty feet each.

7. Convenience of Tenants.

La Mare, Traité, V. ix. 3 (5).

8. Hamon de Lacy, in his charter to Congleton towards the close of the thirteenth century, set forth that the tenants "shall grind at our mill so long as the same may be sufficient for the purpose." *Regiam Majestatem* (1165–1214) in the same spirit provides: "Gif the mill is broken or without water, or is stayed be the frost and ice, the miller sall pass throw all his maister's men, and sall agrie with them anent their cornes and multure." A monastic lease of 1231 instances the same conditional liberty of tenants: "That old watermill which they have held of us they shall entirely remove; and it shall not be lawful for them or their heirs in perpetuity to construct any mill on the site of the said watermill. If at any time they do so, the said mill shall fall to our use; and they and their heirs shall lose the multure and suit of our aforesaid tenants which they have held at their mill. At the same time, if it happen that their said windmill by defect of wind or breakage or other reasonable cause shall cease, it shall be lawful after two days for our said tenants, and while the mill remains at rest, to take their corn to any other mill they please, without hindrance and without paying toll therefor [to the broken mill]." Various of the customs of French manors similarly grant freedom to tenants to grind where they please in the event of the manorial mill being from any

8. Mills to be sufficient.

Ormerod's Cheshire, ii. 336.

Cart. Ram., ccccxxxij.

La Mare, Liv. V., 802.

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cause stopped for a period of twenty-four hours or in some cases thirty-six hours. So soon as such a mill was repaired, or the droughts or calms ceased, the lord was bound to give public notice of the fact, whereupon the tenants were required immediately to return their custom to the mill. In the matter of efficiency of mills the responsibilities of owners towards bakers were at times not forgotten. The bakers were compelled to make bread according to the official assize issued to them from time to time by the local magistracy, and it was but fair that they should not be hampered by being compelled to grind at mills unsuitable for the production of flour of the proper grade. The customs of Anjou (art. 18) and of Bourbonnois (art. 542) enacted: "If a tenant be a public baker, and the lord's mill is not properly equipped to make flour suitable for White Bread, a declaration of the fact shall be made in the court of the lord; and this being signified to the lord, the baker shall be at liberty to grind where he please—the good of the public, superior to that of the private person, excusing him."

8. Mills to be sufficient.

9. As exemplified in various charters already quoted, tenants who without proper cause took their custom away from the manorial mill were liable to forfeiture of the corn or flour and of the horse which carried it, the former being allotted to the miller and the latter to the lord of the manor, and this being done by manorial custom, not by statute law. However, a Regiam statute dated 1165–1214 (but actually of doubtful period*) contains the provision: "Gif ane man hes ane use to pas to ane other mill with his cornes without licence of the miller and doeing that is takin be the maister's servant, the maister

9. Recalcitrant Tenants.

Reg. Maj., ix.

Text, ch. VIII., § 3.

* The early portion of the Regiam code is considered of unreliable authority.

[the lord of the manor] shall have the horse and the miller the seck and corne." VIII. MILLING SOKE.

In 1302 an interesting action arose respecting a seizure of horses and corn by the abbot of Cirencester. The capture was made outside the abbot's manor; and the tenant, maintaining that such a seizure was illegal, brought his action at Cirencester Assizes to recover the property. Admitting his own illegal act, he still contended that his penalty was illegally enforced:— 9. Recalcitrant Tenants.

"One John brought replevin against the abbot of Cirencester, and counted that wrongfully the abbot took his cattle—to wit, two horses [the corn having gone to the miller]. On the part of the abbot the seizure was avowed by Herle, for reason that the said John holds of the abbot a house, two carncates, and seventy acres of land, by homage, fealty, cornage,* and suit to his mill: To wit, to grind all his own wheat growing on the seventy acres of land, paying therefor the third vessel; and all the wheat growing on the two carncates, paying therefor the sixth vessel (except only the wheat growing on as much land as one plough can till for consumption at his own table, free of all multure): And for that the said John went with his horses to another mill: therefore he the abbot seized the horses, together with the wheat, as it was lawful for him to do. *Passlegh*—The abbot has not said that the seizure was made within the limits of his own fee. *Bereford*—He has avowed the seizure as made in a certain place, and we will suppose that place to be within his fee until you show the contrary. *Scroop*—Sir, the customs of this country are these: That where such is due to a mill, and he who owes the suit goes to another mill, he to whom the suit is due, whenever Year-books of Edward I., 1302.

* Cornage—a service by which the tenant was obliged to give warning of the approach of an enemy by blowing a horn.

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he can find his tenant going away from his mill, whether within his fee or outside, has good right to distrain; and, moreover, we tell you that the wheat is by the custom forfeited. . . . If we had distrained for homage or for any other service [than suit to a mill], then, unless we had distrained within the limits of our fee, and upon the tenements charged, the distress would not have been avowable [defensible]. But it is not so in the case of suit to a mill: if I cannot distrain on him out of the limits of my fee, in the case of his going to another mill, I should lose my service for that time—that is, the toll which is my service I cannot at another time distrain for and avow. We allege the custom of the country. *Marb* [after further argument]—Admit the custom and plead to that."

No decision is recorded; but the inference is that, as the abbot's action was based on a recognised custom in local manors that such offenders might be followed across the manorial borders (since distraint could not be made at another time), and as such a custom was admitted, a verdict in favour of the abbot doubtless would be recorded. At the same time it was not a general legal custom for lords to make seizures outside their own manors. By the custom of Touraine, Montdidier, and other places, if a tenant went to another than the manor mill, the lord could seize the horses, harness, sacks, and flour, provided that this were done in his manor, and that within twenty-four hours afterwards the matter were brought before his manor court or the court of his superior lord: "estant encore dans son fief, en faisant juger le saissie dans 24 heures en sa justice ou en cette de son seigneur." But if the flour were found beyond the limits of the manor, no such seizure could be made: the lord (or his miller) could but

La Mare, V. ix. 3 (6).

9. Recalcitrant Tenants.

arraign the offender before the court, as subject to a penalty of 7s. 6d. with costs, and the amount of the multure of the parcel of grain in question—"but the pockets or sacks, or the beasts or harness, shall not be confiscated." At Poitou (arts. 38–51) it was provided (as was the usual custom) that the fine should be paid to the lord and the value of the grinding to the miller, the custom of Bretagne fixing the rate of toll at one-sixteenth of the grain. Similar penalties were provided by the customs of Le Perche (arts. 25–27) against outside millers carrying grain to or from their mills on behalf of recalcitrant tenants.

At Launceston Assizes, 1302, an unfortunate rustic, who had been grinding away from his manor mill and had evaded the capture of his flour and horse (if he had one), was duly brought up for the infliction of the usual penalty. He had, however, to deal with a very generous lord, at whose request he was released on his own recognisances—"for he is poor":—

"R. Towyn by his attorney, who is here, showeth that William, who is there, tortiously does not do suit to his mill as he ought and has been used to do. Whereas the said William has used to grind at the mill [of R. Towyn] all his wheat and the corn and malt baked and brewed in his house, paying therefor the twentieth vessel . . . he, the said William, taking there the esplees,* such as wheat, barley, and other kinds of issues of mill-toll, until five years ago, when he withdrew his suit tortiously. *Willeby* [advocate]—I never did suit, and I owe you no suit. The tenant came and admitted the suit; and inasmuch as he at first denied the suit, but afterwards admitted it, it was adjudged that he should do the suit and that he should be amerced. *Towyn's Attorney*—Sir, forgive him the fine, for he is poor. *Berrewik*—You

* The entire produce of a certain piece of land.

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have said well for him. Sheriff, take pledges of him for the fine."

10. Modern Enforcement.

10. At Bury, Lancashire, a dispute extending over a century yields an instance of clerics, so often the champions of milling soke, appearing on the scene in the counter-capacity of champions of free milling and opponents of the soke of the lord of the manor. Peter Shaw, parson of Bury in 1578, had been instituted by the Earl of Derby, who was seised of the manor of Bury and of the advowson of the parsonage. This living was, and is still, one of considerable value, and the glebe extends over a very considerable area. The earl was seised of a water corn mill at Bury known as Chamber Mill, at which he exercised the usual soke custom in the town, the parson enjoying the privilege of being hopper free there. This mill Lord Derby had leased to James Greenhalgh, of Chamber Hall, gent. There were two or perhaps three residences known by this title in the district; but the one in question appears to have been the Chamber Hall rendered famous in later ages as the residence of the repealer of Corn Laws, Sir Robert Peel—a statue of whom, with grateful memorials of his great efforts in this behalf, stands near the gates of the whilom scene of the labours of Rector Peter Shaw, the old parish church of Bury. To pursue the story:—There was also in Bury a horse-mill, which was leased by the lord to Mr. Holt, of Castleton. This was the peaceful aspect of affairs when Parson Shaw, after grinding his corn for a time at the lord's watermill, suddenly refused further suit and service. In this revolt he was certainly actuated by no personal pecuniary considerations, since in that respect he could gain nothing but leaving a mill which would grind his grain free. However, he forsook the earl's mill and took his

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corn elsewhere—presumably to the hand-mills which then were illegally being set up in the town. Having thus formally joined the popular cause, the parson steadily adhered to it. An action was commenced against him by James Greenhalgh, lessee of the lord's mill; and the matter being referred to arbitration, on December 6, 1599, it was agreed, by the mediation and award of John Greenhalgh and Edward Rosthorne, esquires, and by consent of the parties, that the parson was to come to the mill aforesaid with his corn, "soe as he were well used, and with such libertie as hee and his predecessors had formerly had." Thus was the rector vanquished, "and the parsons and the inhabitants always soe ground their corne after, until the Warre time."

Duchy Decrees. Lib. 43 E. 7 J.

Ch. Soc., xxxi. 167.

By that time, however, though Parson Shaw had departed, the hand-mills whose cause he had espoused, still surviving, had become more in evidence than ever—notably John Brooke and John Fletcher having set up these enemies of soke. Though the Earl of Derby had not done with the parsons yet, he attacked Brooke and Fletcher in the meantime; and "shortly after, the king [Charles II.] coming to his kingdom and the earl to his estate, the hand-mills were suppressed." Lord Derby first wrote to his steward: "Knowsley, September 7, 1669. Mr. Andrew Holden, steward of the manor of Bury, is hereby desired to take care that the said hand-mills within Bury be suppressed; and to give notice to John Brooke and John Fletcher, both of Bury, that they do not for the future grind any corn of the inhabitants of Bury, Elton, Heap, and part of Walmersley (which do brew or bake to sell) at their hand-mills in Bury."*

Raines MSS., xxxi. 341.

* The *Ayloffe Calendars* (Book III., fol. 1) cite a record of date 1664–68 as to how such a notice as the above should be issued: "Concerning suit to Clithero Mill; and that the injunction be published on three market days at Clithero; and fixing a copie thereof on the Moothall doore there shall be a good service."

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But Brooke (Fletcher having apparently given up the business) was not to be so easily beaten. With Machiavellian subtlety he approached none other than the parson, Dr. Greenhalgh, and succeeded in agreeing with him to set up the hand-mill on the glebe land of the latter, plausibly suggesting that the mill would there be out of the jurisdiction of the lord of the manor and within that of only the parson. Accordingly the mill was so set up, and under the designation of "the parson's mill" did a thriving trade in opposition to both the lord's watermill and horse-mill. At this time (1667) Roger Holt,* of Bridge Hall, was tenant of the watermill during the life of his wife Jane, she being grandchild and heir to James Greenhalgh, and thus, according to the popular phrase, "a heritable miller." Opposition to his mill went so far that "two persons violently pulled up the said mill," and Holt had to petition Lord Derby for redress. Two years later Jane Holt was a widow, and was prosecuting her suit against five of these outside millers—William Langley, Oliver Lomax, Dorothy Lomax, Thomas Holt, and Robert Holt—apparently leaving the parson for the lessee of the horse-mill to tackle. It was stated in the pleadings as against Robert Holt, one of these defendants, that he "ground eight sacks of otes, and this gave

Text, post, p. 231.

Raines MSS., xxxi. 282.

* Peter Holt, of Bridge Hall (will proved June 1651), bequeaths, "To my executor the long table in the hall, the great Meal Ark which is the best I have, the two Moulter Arks in the mill, the millstones, wheels, and dusting-syve of wire." This was the milling plant which did not belong to the lord. The two multure arks were the bins or chests for holding the miller's share of the grist—"Bearing that precious relic in an *ark*" (*Spenser*). Richard Holt, son of Roger and Jane Holt, had a daughter, Rebecca, who married Richard Clive, of Styche, Shropshire, their son being the "heaven-born general" Lord Clive.—Another local family trace their wealth to milling. The Hortons of Chadderton, during the early part of the seventeenth century, were descended from a family of corn-millers near Halifax, "and had laid the foundation of their future distinction in that lucrative trade" (*Raines MSS.*). In the fourth generation after William Horton, of Halifax, Sir William Horton, of Chadderton, Bart., had two sons, Sir Watts and the Rev. Sir Thomas Horton, the first of whom married the Hon. Harriet Stanley in 1778, and the latter the Hon. Elizabeth Stanley in 1779, sisters of the Earl of Derby.

only fourteen hoops of meale and a third part of a hoop of groats, whereas at the widow's mill seven sacks of otes yielded this quantity of meale and groats." In due course Parson Greenhalgh was taken in hand by Edward Croston, who had lately leased the horse-mill for three lives, with a fine of £48, and was "bound to keep a miller and a horse." But instead of going to law Croston tried conciliatory measures. He complained of the wrong done him by "the parson's hand-mill" in grinding malt, personally appealing for the forbearance of the rector, "who answered he would forbeare, but forbore not." This grave assertion against the parson is renewed later in the same document, but in justice to him it must be understood that it was made by his opponents in this dire struggle. However, the rector evidently refused to suppress his mill, and Croston thereupon secured the aid of two clerics, pointedly characterised as "sober and godly ministers," who also personally appealed to the rector "to surcease the wrong aforesaid." "He answered them to the like effect as formerly, but persisted notwithstanding. Shortly after he died; and since then John Brooke is dead." Doughty parson and illicit miller both passed away, but the strife lived after them; for a third rector promptly arriving on the field of battle, surveyed the famous "parson's hand-mill" standing on the glebe land, and raised his protecting standard above its lowly head.

The Rev. Thomas Gipps was this new parson; and in 1675 it became necessary, owing to the attitude, either active or passive, assumed by him regarding the mill, for the advice of counsel to be sought. The question was, "Can the said Mr. Gipps set up or continue to grind corn or malt for himself or other inhabitants of Bury Manor?" The opinion

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was, "No person can set up hand-mills—not the lord himself, when he has leased his mills; and all tenants are bound to grind at the lord's mills.—Jas. Lightbourne, Janŷ 1675." Still, it was not till November 24, 1704, that Rector Gipps closed the long-drawn struggle. That "day an agreement was entered into between him and Roger Foster, of Bury, yeoman, that all the corn and malt which the said Thomas Gipps maketh use of or expends in his house during his life shall be ground by the said Roger and his assigns at the lord's mill instead of at the glebe mill, and also the malt belonging to the tenants of the glebe of Bury for the said term, and shall take such mulcture as is accustomed.—[Signed] Thos. Gipps, Roger Foster." To which was finally appended, in token of the close of the strife, "April y^e^ 8th, 1713. I do consent to thy bargain.—Ja. Banks."*

Church and Manor of Wigan, Ch. Soc., xv.

At Wigan one of the milling sensations of the early part of the seventeenth century took place in the contest between Dr. Bridgeman, rector of Wigan and manorial mill-owner, and his refractory tenant-parishioners. The Hon. and Rev. G. T. O. Bridgeman, in recounting the circumstances attendant upon the origin of the conflict, refers to the peculiar fact of the rector of Wigan, as early as the time of Henry III., being also lord of the manor, and being so invested with powers and authority that were practically unique among clerics. "This is the only instance, so far as I know," he states, "in which a secular priest held in right of his church such plenary powers as were conferred by charter upon John de Winwick (rector of Wigan) and his heirs. There

* We here express our obligations to Arthur I. Robinson, Esq., steward for the Duke of Buccleuch, for affording us the opportunity of examining various milling records relating to the Bury district and the honour of Clithero preserved in one of the MS. chartularies at Clithero Castle.

were others who became lords of the manor as parsons of their churches (as, for instance, the rectors of the neighbouring parish of Winwick), but I am not aware of any beside the rectors of Wigan who enjoyed a view of frankpledge," &c. The original date of this donation does not appear, but it was confirmed by two charters in the reign of Henry III. to John Maunsell, a remarkable specimen of the wealthy ecclesiastic and baron, at home either at the altar or on the battle-field. As a matter of course successive rectors claimed the multure of the town; and in due time the tenants, growing tired of the oppressive restriction, "broke the soke"; and at the close of the sixteenth century a struggle ensuing between the milling rector and the rebellious parishioners did not tend to greatly promote peace and goodwill in Wigan. Still, all mills were appurtenant to the manor, and none but the lord had any right to set up others there. In 1617 Dr. Bridgeman, in reviewing affairs as left by his predecessor, found that his right to the corn mill and two fulling mills was contested, and two or three horse corn mills had also been set up in the town without leave from the previous lord. The tenants declared the mills were their own property, held to them and their heirs. The rector found upon inquiry that, upon the contrary, the holders of the mills had always been tenants at will, and had been put in and out of tenancy at pleasure by his predecessors, who had sometimes taken fines of them—the customary payment to the lord by any new tenant—on inheriting or otherwise acquiring interest in the property. He thereupon offered to make new leases gratis to them for the term of his own life without raising the rent; but this generous proposal the millers were sufficiently short-sighted to refuse, and the rector

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took action against them. It transpired that Rector John Maunsell had granted the burgesses a right of grinding a small quantity of corn toll free, and, relying on this charter, they now claimed total exemption from soke.

Dr. Bridgeman's Bill of Complaint, entered in the Duchy Court, set forth that "he was seised in fee of two water fulling mills and one water corn mill as in right of the parsonage of Wigan; that he let the same at a yearly rent to others, who in their turn had underlet them; that the tenants had combined and federated with others, and had by indirect means obtained possession of the deeds and evidences proving his title to the estate of the said mills;* that by colour of the said possession they had declared themselves owners of the mills and had unlawfully entered the same and expelled the complainant, at the same time taking all the profits and issues,—besides which, the mills were neglected, so that they were ready to fall to the ground." Specially referring to the corn mill, the doctor complained that "Cycilie Milner had unlawfully entered and possessed herself of the same without yielding any recompense to the complainant." The defendants replied, denying his rights *in toto*: "A late rector had granted the manor and mills to the town, and they and their ancestors had been in occupation of them for a long period, paying a yearly rent." One of the defendants pleaded that he was "a burgess of the said town and heir of some of the ancient burgesses of the said borough, and hath by descent from his ancestors the inheritance of divers burgages in the said borough; and his ancestors have enjoyed the same part of the said mills as parcel of their

Text, Vol. IV.

* A similar cause of complaint appears in F. Gamull's cause against Reeve and others at Chester, 1635.

own inheritance, paying the accustomed rent for the same." *

10. Modern Enforcement.

On June 1, 1618, the case came before the Archbishop of Canterbury, the Bishop of Ely, and the two Lord Chief Justices, who, on a petition from Dr. Bridgeman for a special court, had been appointed by royal writ. The corn-millers were Miles Leatherbarrow, son, and Jeffrey Sherrington, brother of Ciceley Milner (or "the Milner"), already mentioned. Dr. Bridgeman—who had only a life interest in this property, and was acting as much on behalf of his successors in the rectorship as in his own interest—has left a careful record of the proceedings in his diary for those who should follow him in the trust. Miles appeared in court, and "was questioned for withholding the corne mill from the parson in Milgate and upon opening a litle of the parson's title thereto, even out of [Rector] John Maunsell's deed wherein he granted them liberty to grind only twenty mets †

* It is from this inheritance of a lease, with right of renewal—practically considered tantamount to a fee-simple—that may be derived the idea of "heritable millers," as to which some fruitless inquiry was recently made in one of the archeological journals :—

"*Heritable Millers.*—I shall be greatly obliged for any reference as to the position, revenues, &c., of heritable millers in Scotland in days of old. What was the office of a heritable miller, and how was it acquired? Was it necessarily held by one individual, and was it, attended with any other duties than those involved in drawing the revenues from the mill? I presume from the following extracts that the heritable miller was not necessarily the *bonâ fide* miller who ground the corn. In the chartulary of Newbottle mention is made of 'Eufania nobilis mulier tenens tertiam partem molendini de Stanhus.' In 1677 Adam Scott alienated the heritable office of miller of the mills of Musselburgh, near Edinburgh, to James Palk and Francis Scott, writers in Edinburgh. In 1715 Gideon Scott, of Falnash, possessed a third part of the heritable office of miller of the same mills. Where can I find any account of the revenues of the actual and heritable millers, and the proportions in which the amounts were divided between them?" N. and Q., 4 sec., 10 vol., 9.

There was no office of hereditable miller *per se*. Keepers of royal mills, as those at Chester, were at times appointed for life, but we have no record of the office being granted to them and their heirs, or the latter would certainly be "heritable millers." The term, in fact, is referable to the holders of mills in fee-farm, practically freeholders, whose heirs inherited the mill, even though, like the noble woman Eufania and the later Scotch gentlemen mentioned, they did not work the mills. The "revenue of the heritable miller" in this case was the rent he received from the working miller, while the revenue of the latter was the multure.

† An obsolete Lancashire measure, the equivalent of the also obsolete local "windle," containing two bushels.

VIII. MILLING SOKE.

10. Modern Enforcement.

tole free. Their counsel yielded that the mills were the parson's; and Leatherbarrow, falling on his knees, besought the Lords to mediate for him. Whereupon my Lord Archbishop entreated me to let him have a lease during my tyme, and to use him moderately for the rent, taking but 20 nobles [£6 13s. 4d.] yearly. I had asked Leatherbarrow what the mill was worth yearly—who answered, not above 20 *pounds* a year—which was the cause that my Lord Archbishop thought that 20 *nobles* was sufficient for the repaires and the miller's paines. I said, if they were worth no more, I would be ruled by his grace and use him reasonably." In the decision of the Court "it plainly appeared the said mills did belong to the complainant as parcel of the glebe of the said parsonage, and that the parsons had continually received rents for the same"; also that "the said complainant and his successors, parsons of Wigan, shall for ever hereafter have, hold, and enjoy the said mills without stop, let, or interruption."

Miles Leatherbarrow was not adroit enough to make the best of the affair and come to terms with the rector. A month after the hearing he and Sherrington, says the doctor, "came and tendered me a lease for the corn mill, and desired me to seal it to him. I told him, if he would renounce all right to it save through me, I would do so. For I found by experience in the fulling mills, that though my predecessor had evicted them and by three several decrees had gotten the mills to the church, yet upon submission he let the millers still enjoy them without taking possession himself, whereupon they lately pleaded against me in the Duchy that he knew in his own conscience he had no true right to the decrees he had obtained [the irate millers impeaching the

bona fides of parson and Duchy Court alike]. Now, lest this Miles Leatherbarrow might say the same of me or my successors, and so put them to as much trouble for recovering this corn mill as those fullers have put me to for recovering of the fulling mill, I required Miles Leatherbarrow to renounce all other title under his hand, and so I would seal him a lease. But he refused, saying his ancestors built the said mill, and therefore he had right to it. Whereupon I refused to sign his lease. After that I sent William Brown to claim possession of the said mill; but Leatherbarrow refused to deliver it. And in the presence of Captain Mainwaring, 28 July, I again offered to seal him a lease if he would renounce all other title; but he refused." Dr. Bridgeman thereupon sued him for possession at the assizes, and on August 20, 1618, an order was made by Judge Winch to the following effect:—

"Now, because the said Miles doth publicly crave pardon of his obstinacy and acknowledgeth that he hath no right to the mill and submitteth himself to these conditions,—That he will yearly pay to the said John (the Rector) and his successors the yearly rent of £6 13s. 4d., and do all suits and services to the courts of the said John and his successors; And keep the said mill in good repair; And grind toll free all the corn of the said John and his successors which he or they shall expend in his or their house and for his or their necessary servants' relief or sustenance, or which he or they shall give to the poor,—Therefore upon the motion of this Court the said John hath consented that the bill of indictment be withdrawn until the next assizes; to the end that if the said Leatherbarrow shall behave himself in such good manner that the said John shall think good to make him a lease, then R. Downes and E. Breres, esquires

VIII. MILLING SOKE.

[assessors], shall consider what estate is fit for the said John to make to the said Miles."

10. Modern Enforcement.

Miles had at last to bow to the inevitable law of the manor mill, although his ancestors had built it and worked it for so long. His "obstinacy" was sheer dogged pertinacity to stick to what he regarded as his inheritance; and to a certain extent was not only justifiable but laudable, his courageous defence of his rights being quite as resolute as that of the doctor his opponent. Greek met Greek; but, the law being on the side of the rector, Leatherbarrow ought to have recognised that he himself was hopelessly handicapped, and could meet with nothing but legal and moral defeat. The closing catastrophe—in which, however, nothing but his own obtuseness involved him—is recorded by Dr. Bridgeman, who no doubt breathed a grateful sigh of relief when his painful, invidious duty was accomplished:—"On 25 August, 1618, Miles Leatherbarrow, miller, came to Wigan Hall, and humbly entreated Dr. Bridgeman that he would forgive him his former folly and accept him as a tenant to the corne mill. But Dr. Bridgeman refused: only he told him that for the rent which was due in his mother's time [Ciceley Milner], who was tenant of the said mill, he, the said Dr. Bridgeman, would accept so much of it as his mother owed—namely, for that half-year which ended at Christmas last, 40s.; but for this half-year which ended last Midsummer—being his mother died before it expired, and the said Miles intruded into it without the parson's leave—therefore he would not accept of the 40s. rent for that half-year, but would be satisfied with the mayne [average] profits thereof. But at the instance of the said Miles, who besought him to accept as much and no more for that half-year than the Archbishop of Canterbury set down for the time

hereafter, the said Dr. Bridgeman was content to take £3 6s. 8d. of the said Miles in part of the mayne profits of the corne mill which fell before last Midsummer, but with protestation that he did not accept it as rent; nor would he take any rent for the said mill hereafter but upon the good behaviour of the said Miles and the due performance of all promises which he hath made to the said Dr. And the said Miles is content herewith, and hereupon hath under his hand subscribed that he holds the said water corne mill but only by Dr. Bridgeman's favour and as a tenant at will of the parson. Witnesses hereof, William Brown, William Wickstead."

Thus finally capitulated Leatherbarrow the miller; and with him fell, too, the mayor and corporation, who had also refused to acknowledge the soke rights of the rector. In view of the fact that the rights of the rector had been so long disputed that the city authorities themselves believed those rights to be indefensible, and that poor Miles Leatherbarrow committed no crime beyond inheriting from his mother a mill that his ancestors had built and worked, his actual loss, his somewhat severe treatment, his humble entreaty to be permitted to rent what he had always considered his own, seem in our day very grave hardships and cruel humiliation. Still, the rector was quite within his rights, and, regarding them as merely enjoyed by him in trust for his successors, he had no authority to permit them bit by bit to be filched away.

In 1619, the year after the great battle of the mills, Rector Bridgeman was consecrated Bishop of Chester.*

* Instances of the enforcement of Soke in the nineteenth century appear in Chapter XI.

CHAPTER IX.

THE SOKE OF BOUGHT CORN.

IX. THE SOKE OF BOUGHT CORN.

1. Generally Claimed.

1. THE charters of Stockport and Altringham have been seen to claim a right to the grinding of bought corn, as well as that grown within the manor. Such claims ere long became very general, and many were the disputes that arose regarding them. On manors where such a right had not been stipulated for in the original charters, the custom was enforced by the personal power the lord exerted over his tenants, till in the end long usage of itself created a custom; and in such case the lord could then claim the right in virtue of this custom without reference to his original charter. The claim on bought corn was indeed very generally enforced, and in some places endured till even the present century.

2. Exemptions by Charter.

2. The abbots of Ramsey, Huntingdonshire, in 1225, among other liberal concessions to their milling tenants, were careful to declare bought corn to be free. The customs roll of their manor of Pekesdene recites: "To this mill every tenant shall make suit with respect to all corn he shall produce. If on the first day the whole of the corn cannot be ground, then the mill shall grind as much as may be necessary for the tenant's family for that day. If on the same day this portion cannot be ground, then it shall be lawful for the tenant to claim his corn and take it elsewhere at his pleasure. It shall be lawful for every one, if he buy his corn, to take it, without calumny, to the nearest mill he may come to—licebit vero unicuique si bladum

Cart. Ram., i. 473.

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suum emat ad proximum molendinum quo pervenerit absque calumnia molare. From the beginning of August till Michaelmas it shall be lawful for every one to grind his corn where he shall please, if on the day he takes it to the lord's mill it cannot be ground there. At other times, also, if the lord's mill or pool be broken, so that the mill cannot grind at all, it shall be lawful for any one, as above, to take his corn elsewhere. If any be convicted of not making suit to the mill of the lord in due and proper manner, he shall before trial pay sixpence; and if the trial sustain a conviction, then he shall pay twelvepence. Through the entire year the tenant shall grind his corn [at the lord's mill] at a certain multure rate, except for Christmas and Easter, when no toll is taken on corn."

2. Exemptions by Charter.

Referring to the Regiam laws, the statutes of Robert I., 1306–1330, allow purchased corn to be ground at any mill—with one reservation: "It is statute be the king that all they quaha buyes victuall at the king's ports forth of ships or fra burgesses at their granaries, they may pass to anie milne within the four parts about them as they please, and may carie that victual quhere they please freelie and peaceablie. . . . Gif anie man buyes cornes in ane baronie and passes throw ane other baronie, and there tarries at ane hostillarie drinkeand and eatand, and layes down his seck upon the king's way, he is free fra multure; bot gif he layes down his seck upon the middin or within the house, he sall paie multure."

Reg. Maj., xxxiv.

Ibid., ix.

An interesting deed, dated 1330, containing the terms of settlement of a dispute between the priory of Pluscardyn and the burgesses of Elgin regarding multure from the latter, refers specially to the question of the grinding of bought corn:—

In dei nomine Amen. Concordatum est inter religiosos viros Priorem et Conventum de Pluscardyn ex una parte et burgenses communitatis de Elgyne ex alia, presentibus venerabilibus viris et

Pluscardyn, Macphail, 1881, App. 212.

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2. Exemptions by Charter.

discretis Domino Thoma dei Gratia Abbate de Kynloss, Magistro Adam Herrok thesaurario ecclesie Moraviensis, Domino Symone de Curry canonico ejusdem, et nobilibus viris dominis Rachenaldo de Lethen justiciaro, Roberto de Lanyder militibus, Willelmo de Foderth, Willelmo de Innes baronibus, et Roberto Davidis vicecomite de Elgyne, et aliis in hunc modum:

Videlicet quod cessante omni altercatione habita inter partes super multuris dictorum burgensium omnium generum bladi tam ex cultura quam ex emptione ipsorum undecumque dicti burgenses ac communitas tenebantur solvere monachis prædictis septemdecimum vas vel saccum precise absque omni alia exactione in hoc adjecto expresse inter partes,

Et actum quod si contingant molendina de Elgyne destrui incendio vel alio fortuito casu vel inundatione aquarum impediri ne molant: dicti burgenses et communitas fide prestita corporali respondebunt et dabunt prædictis monachis duas partes prædictæ multuræ, et pro tertia parte molabunt ubicunque voluerint quousque reparentur dicta molendina ut molare possent; et si reperiatur quod aliquis se substrahet transportando granum sive in equo sive in dorso hominum qualitercumque et per dictos monachos seu eorum ministros deprehendatur saccum cum grano farino vel braseo cedit monachis in eschætum et equus et ductor ballivo domini comitis præsentabitur pro forisfactura.

Actum est etiam inter partes quod quater in anno quicunque fuerit habitus de multura suspectus non soluta exigetur juramentum ab eodem; quod si renuerit facere serviens villæ qui cum servientibus monachorum inerit ad hoc exigendum districtum capiet et dictis servientibus monachorum liberabit.

Actum est etiam quod si applicantibus navibus dicti burgenses frumentum aut aliud genus grani emerint ab iisdem navibus vel aliunde pro mercimoniis suis exercendis de hujusmodi grano nulla exigetur multura nisi quantum in usos proprios converterint.

Et ad hæc omnia et singula servanda in perpetuum dictus prior nomine suo et conventus sui Walterus filius Radulphi major, Thomas Hermet et Willelmus de Strabrok ballivi de Elgyne nomine communitatis ejusdem fidem præstiterunt corporalem, adjecta pœna centum mercarum sterlingorum applicandarum fabricæ ecclesiæ cathedralis de Elgyne ab ea parte quæ contravenerit presenti huic conventioni principali conventione ut præmittitur nihilominus in suo robore permanente.

In cujus rei testimonium huic præsenti scripturæ per modum cirographi confectæ quæ penes dictos monachos de Pluschardyn remanet appositum est sigillum commune burgi de Elgyne una cum sigillis dicti domini abbatis de Kinloss, magistri Ade Herrok thesaurarii et prenominatorum nobilium dominorum Reginaldi et Roberti militum: alteri vero parti penes burgenses remanenti appensum est sigillum commune domus de Pluscardi cum sigillis prædictorum dominorum ad futuram rei memoriam. Actum apud Elgyne quinto die mensis Decembris A.D. millesimo trecentesimo tricesimo.

In the name of God Amen. It is agreed between the religious

IX. THE SOKE OF BOUGHT CORN.

2. Exemptions by Charter.

men the Prior and Convent of Pluscardyn on the one part and the burgesses of the community of Elgin on the other, in presence of the venerable and discreet men the Lord Thomas, by the Grace of God Abbot of Kinloss; Master Adam Herrok, treasurer of the Church of Moray; the Lord Simon de Curry, canon of the same; and the noble men the Lords Reginald de Lethen, justiciary, and Robert de Lanyder, knights; William de Foderth and William de Innes, barons; and Robert Davis, sheriff of Elgin, and others of like dignity, as follows:

That is to say, in order that all dispute may cease between the parties respecting the multure payable by the said burgesses on all kinds of corn, as well that grown as that purchased anywhere, the said burgesses and community shall be held to pay to the said monks at the rate of the seventeenth vessel or sack precisely, without other exactions in that respect, save as now decided between the parties:

It is agreed, if it happen that the mills of Elgin are destroyed by fire or other accident, or if inundation of water impede their grinding, the said burgesses and commonalty shall in good faith hold themselves personally responsible to give the monks two parts of their multure, while the third part may go to any mill at which they may please to grind till the mills are restored and able to grind; and if it be discovered that [at other times] any withdraw themselves from the mills, taking their grain elsewhere on horseback or on the back of man, and if by the said monks or their servants they are detected, the sack, with the grain, flour, or malt, shall be escheated to the monks, and the horse and driver shall be delivered to the bailiff of the sheriff as forfeit.

It is also agreed between the parties that four times in the year whoever may be suspected of habitually not paying multure shall be required to make oath on the matter;* and if any shall refuse to yield the ordinary services of the town, which in common with the servants of the monks they are liable to perform, in that exigency the district shall be responsible for the work, and the said servants of the monks shall be freed from it.

It is also agreed that if the managers of the ships of the said

* A French monastic charter of 1201 makes the same stipulation, which indeed was ordinary:—

Si vero contingat quod alicui hominum de Calouns imponatur quod ad aliud molendinum moluerit, Bartholomeus querimoniam faciet abbatissæ, et quisquis hominum se altero purgare poterit, quitus erit: qui vero hoc jurare non poterit moltam reddet et duos solidos de emende.

If it occur that any men of Calais be impugned of grinding at another mill, Bartholomew [probably the miller] shall make complaint to the abbot: any such accused who can clear themselves of the charge shall be dismissed, but any who cannot swear to their innocence shall pay the multure and two shillings damages.

The customs of Anjou (art. 15) provide that a tenant suspected of grinding at an outside mill should, if he denied the charge, swear to his innocence with uplifted hands—"il aura main lévée à caution"; and if afterwards it were found that his statements were untrue, he should be condemned both for his offence and for having spoken falsely. La Mare, V. ix. 3 (6).

In Brittany (art. 387) the lord once a year could summon the whole of his tenants to appear at his court, and oblige them to make oath that they had duly given suit to his mill during the twelvemonth.

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burgesses shall have purchased and conveyed in the said vessels or others wheat or any other kind of grain in the exercise of their business as merchants, no multure shall be exacted upon such grain except upon what portion they may convert to their own use.

2. Exemptions by Charter.

And for the perpetual stability of each and every of these conditions, the said prior in his own name and that of his convent, and Walter the son of Randolph, mayor of Elgin, with Thomas Hermet and William de Strabrok, bailiffs of Elgin, in the name of the said commonalty, who personally and corporally are answerable for their good faith, agree to enforce a penalty of 100 marks sterling (to be expended upon the fabric of the cathedral church of Elgin) upon that party who may contravene the conditions of this agreement, so that nothing may destroy its permanent force.

In testimony of which things these present writings are made in indenture: that portion remaining in the custody of the monks of Pluscardyn bearing the common seal of the town of Elgin, with the seals of the said Lord Abbot of Kinloss, Master Adam Herrok, treasurer, and the above-named noble lords, Reginald and Robert, knights; the other portion, which remains in the care of the burgesses, having appended the common seal of the House of Pluscardyn, with the seals of the aforesaid lords, for future memory of these affairs. Done at Elgin, 5th of December, A.D. 1330.

3. An Apparent Fraud.

3. The customs roll of Ashton-under-Lyne in 1422, Sir Thomas Ashton being then lord of the manor, deals explicitly with the question of bought corn: "Tenants at will of the said lordship shall muller at the sixteenth vessel, and shall go to none other miln but to the lord's milnes; and which of them is found guilty of going to any other miln shall be highly amerced and make fine at the lord's will. And the free tenants that oghen soken to the miln shall muller as their chartours will and as they have been accustomed of old time. . . . The said tenants shall muller their corne growing upon the said tenements at the lord's milne to the sixteenth vessel, and they shall go to none other milne to muller their corn growing on their tenements but to the lord's milne; and if they buy corn the which is dryed with the lord's ffewel, they small muller it at the lord's milne to the sixteenth vessel; and all other corn that they buy they shall muller to the lovesucken,* which is to the twenty-

Text, ch. III.

Ch. Soc., lxxiv. 109.

* This is the term "love-soken." The editor of the Ashton roll is scarcely to be accounted correct in stating that it indicated a favour granted to the tenants

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fourth vessel, and go to none other milne if the corn be broughte within the said lordshipe. . . . If any free tenant or tenants that owe muller to the miln sell their corn grown upon their tenements and buy corn of others, and with the same corn so bought come to the miln and muller, but not to the love soken of that corn bought, and if of this they bin convicted in the lord's court by inquest, they shall pay to the lord xx pence, the which shall be raised on their goods by the lord's bailey." The custom, therefore, was that corn grown on the estate must be ground at the manor mill, the toll being $\frac{1}{16}$th. Bought corn, if it were dried at the lord's kiln, must also be ground there, the toll again being $\frac{1}{16}$th. Bought corn, if not dried by the lord's fuel, must be ground at the mill also, the toll, however, being only $\frac{1}{24}$th. Evidently the tenants were suspected of having indulged in some sharp practice at the expense of the miller, selling native-grown corn that was subject to $\frac{1}{16}$th multure, and buying other grown outside the manor that was only subject to the $\frac{1}{24}$th rate. Hence the penalty entered on the roll to be enforced on the goods of offenders by the lord's bailiff.

3. An Apparent Fraud.

4. The customs of several places in France in the fifteenth century dealt liberally with the multure of purchased grain. In Touraine "the tenant who buys grain outside the manor to take it to his house may grind it where he pleases; but the purchase must not be made fraudulently. If he

4. Medieval Custom.

"because they paid for twenty-four measures only the multure on sixteen." The term was a somewhat anomalous one, as it indicated services, performed by the tenant for the lord, which originally were regarded as "love services," but ultimately became compulsory. These services were in addition to payment of rentals. A somewhat similar perversion of terms occurs in the ancient designation "love-bones," having much the same meaning as "love-soken." The particle "bones" is derived from the French "bon," *good*. Thus a love-bon was originally an extra service in reaping or other work granted voluntarily to the lord, which subsequently became converted into an obligation. In the chartulary of Ramsey (i. 443) mention is made of "tres aruras quæ appellantur love-bones"; and again a tenant "purgat bladum una die ad luvebon."

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4. Medieval Custom.

purchase grain within the manor, and take it elsewhere to sell as grain or flour, he may grind where he pleases." This law, favourable to the liberty of commerce, was very generally upheld, and in 1562 a notable case was decided in accordance with it. The bakers of Gonnesse claimed, by local custom, the right to grind where they pleased corn bought outside their town, made into bread, and sold in Paris or elsewhere. The fee-farmer of Gonnesse brought a local action against them, and won it; whereupon the bakers appealed, and secured a decision in their favour in accordance with the custom—similar decisions in other cases being also recorded in 1595, 1641, and 1642.

The regulations of the Millers' Guild of York in 1623 expressly prohibit the import of flour into the city: no manner of person should directly or indirectly "buy or cause to be bought any manner of corn to be brought into this city grinded into meal to the intent to defraud the the lord mayor of this city of his due for the same." Yet, despite these and other manorial laws cited, Justice Fitzherbert, in the period of Henry VIII., quoting the ancient *Extenta Manerii*, already mentioned, declares soke rights not to include the grinding of bought corn: "To the corn mills, to the most part of them, belongeth Socone—that is to say, the custom of the tenants is to grind their corn at the lord's mill; and that is, me-seemeth, all such corn as groweth upon the lord's ground, and that he [the tenant] spendeth in his house. But if he buy his corn in the market or other place, he is then at liberty to grind where he may be best served. That manner of grinding is called Love Soken, and the lord's tenants be called Bond Soken. And if they grind not their corn at the lord's mill, he may

Boke of Surveying, 1538.

amerce them in his court, or else he may sue them at the common law to render service to the mill—de secta molendini facienda."

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5. Pursuing the right still further, it is found that the modern commentator Shelford recites that "a custom that all the tenants, resiants, and inhabitants within a manor should grind at the lord's mill all their corn and grain, as well that grown within the manor as that brought from other places and spent and consumed in their respective houses within the manor, may be a good custom"; but, he adds, "such custom does not extend to restrain the inhabitants who do not grow corn and have none of their own from buying or using in such houses corn that may not have been grown or ground within the manor." This ruling is wholly at variance, as it stands, with all ancient milling-soke law. Under such charters as that of Stockport, for instance, the introduction of foreign flour into the manor was an impossibility; for every sack of flour consumed within the manor must by stipulation have been ground at the manor mill. Under the Altringham charter of Hamon de Massy all grain stored in the manor, wherever grown, must pass through the manor mill. The whole gist and purpose of the soke law—the bringing of grist to the manor mill—in fact, would have been easily defeated by allowing people to purchase flour already ground outside the manor. But, as we have already said, milling soke depended in every case upon its establishment by special charter, and especially was this the case regarding the grinding of bought grain. In manors whose charters made no such stipulation as that of Stockport tenants could claim to purchase flour ready ground outside its limits; and with reference to these cases only

5. Modern Usage.

Law of Copyhold, 1853, 46.

IX. THE SOKE OF BOUGHT CORN.

5. Modern Usage.

is Shelford's statement approximately correct. For even in some manors whose charters did not contain the stipulation the latter had been practically established, and in course of years had by custom been legalised. The farmers of Dee Mills, for example, waged more than one successful legal conflict with citizens who purchased malt ready ground, yet in the customs of the mills and the charters of the city there is no precise stipulation against such purchases. The same thing occurred at Liverpool in the sixteenth century. A perfect soke, as it was originally devised, and as it continued till modern times, as at Wakefield, permitted neither the using of nor trading in any flour whatever which had not been ground at the manor mill; and, to put an extreme case, if the original soke of Liverpool existed at this day, the import of foreign corn would be an impossibility. Very few sokes, however, were in this state of theoretical perfection, and manorial lords were constantly striving to patch up the gaps and deficiencies in their charters regarding bought grain by making unfounded claims respecting it. Only the exceptional instances in which such claims failed are those to which Shelford's broad statement applies. His dictum is based on the ruling in the important modern case Richardson and another *v.* Walker, heard in the King's Bench in 1824.

Text, ch. XI., § 3.

Law Repts., 4 D. & R., 512.

The plaintiffs were in possession of the mills of Selby, Yorks, as licensees of the lord of the manor. These mills, we find, were the ancient watermills of Selby Abbey, and at the Dissolution were rented at £10 per annum. The soke rights were several times proved in the courts. In 1617 Thomas Walmsley, lord of the manor, brought an action against Thomas Marshall and others, who evaded the soke when it was decreed that "all the inhabitants

of Selby should grind at these mills all the corn, grain, and malt used in their houses." Again, in 1726, Lady Catherine Petrie, owner of the manor, brought a similar action against William Clarkson and others, and the previous decision was confirmed. In 1813 the Hon. E. R. Petrie gained a verdict in a similar action against R. Myers, J. Cope, J. Bradley, Susannah Walker, and William Walker. So that the ancient soke rights, it is perfectly clear, were legal and substantiable, though, as will be seen in the end, the judges took no cognisance of the fact, and decided against the continuance of the soke. The plaintiffs in the present suit claimed the soke custom by decrees of 3 Charles I. and 4 George II.—"that all and singular the tenants within the manor used and were accustomed and of right ought to grind all their corn and grain, as well that grown within the manor as that brought from other places and spent ground in their houses, at the ancient mills of the lord of Selby, paying a certain toll for the same." At York Assizes in 1820 an action had been brought against the defendant Walker, who, not a resident in the manor, had sent to his mother, who did reside there, about eighty stone per week of meal and flour ground outside the manor, his mother selling the same to tenants who should have purchased flour ground at Selby Mills. The case was referred to the King's Bench. Plaintiffs' counsel having opened the case, Judge Bayley inquired: "Is every inhabitant of the manor compelled to purchase wheat and send it to the plaintiffs' mill to be ground? If he is, the result may be that he will be starved, for he may not be able to procure wheat, and the plaintiffs would be prohibiting him consuming flour ground elsewhere." Counsel, in reply, urged that that was an imaginary case not likely to occur;

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and if there had existed an imperative necessity for bringing flour from elsewhere, the plaintiffs ought to have pleaded and proved the fact. On behalf of the defendant, it was pleaded, first, that as he was not a resident within the manor the action could not lie against him; second, that the mills had been altered, and had lost their soke (a matter decided in another suit); and, third, that the bringing of flour into the manor was no breach of custom, since the decrees referred to corn and not flour, and to "their corn" or corn grown by them, not to corn grown elsewhere. Defendant's counsel added: "The plaintiffs stand in the same situation as a man carrying on a particular trade; for any injury done to his trade by fraud or force the law finds him a remedy, but it does not give him a right of action against a man who *bonâ fide* sets up in the same trade." * Chief Justice Abbot observed, regarding the third plea: "This certainly seems a strong objection. Suppose an inhabitant to have no corn, and to be unable to procure any: may he not purchase meal or flour and consume it in his family? In the case of Neville *v.* Buck the House of Lords decided that the buying of meal and flour ready ground at foreign mills was neither a breach nor evasion of the custom there. The alteration of times and manners which has occurred since this custom originated has inevitably rendered it less beneficial to the lord than it formerly was; but it does not follow that the Court will now extend the custom so as to increase the emolument of one individual at the expense of the convenience and accommodation of the inhabitants of a district." In delivering judgment the Chief Justice said: "The plaintiffs have alleged and proved

* It did as regarded the grinding trade. No one in a soke manor could legally enter upon that trade except the lord or his licensees.

an immemorial custom that all tenants shall grind at Selby Mills 'all their corn and grain,' and have complained that the defendant has sold to them corn and grain in a ground state. Now, this act of the defendant gives the plaintiffs no right of action, unless the custom so alleged and proved makes it incumbent upon the inhabitants not only to grind all their own corn at plaintiffs' mill, but to use only such flour as has been ground there; and therefore the first question is whether the custom does or does not extend thus far. I think we have the same question to decide as that in Neville *v.* Buck, and must decide it in the same way. It would, as it seems to me, be most extraordinary that a custom such as this [*re* grain] could draw after it the application here insisted upon [*re* flour]. It may be perfectly fair that the inhabitants should be bound to grind all their own corn at the lord's mill, and for that they may have an adequate consideration; but it would be equally unfair that they should be restricted from using any flour not ground there, because for that they can have no consideration or equivalent whatever. We know from history that at the time when this custom originated almost every consumer of flour was also a grower of grain; but the lapse of five or six centuries has wrought an entire change in this respect. At the present time there is in every manor a considerable portion of the inhabitants who have no possible means of growing grain. Where are such persons to obtain bread if they may only consume such meal as the plaintiffs have ground? They would be placed in a situation of grievous and intolerable hardship. Where could they procure corn for the purpose of having it ground by the plaintiffs? There is no obligation upon the lord to supply them with corn nor with flour ready ground

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at his mill, and therefore they might be utterly destitute of any supply. Upon the authority of the case I have mentioned, and upon the plain and just sense and reason of the thing, I am of opinion that this action cannot be maintained." Justice Bayley concurred. He referred to the case of Cort *v.* Birbeck, respecting the soke of Settle Mills, in which, though Lord Mansfield was of opinion that the evidence warranted the conclusion that defendant was bound to grind at that mill, he himself thought it did not. In the case of Neville *v.* Buck the Duchy Court was of opinion that "his corn" did not extend to cases where a party had no corn of his own, and an issue was directed to try that question; and finally the House of Lords limited the construction of the custom accordingly. He added: "I am decidedly of opinion that this custom extends only to those who have corn in the manor, and that if it could extend further it would be bad in law, as being unjust and unreasonable." Justice Holroyd concurred, and a nonsuit was entered.

Our remarks upon this critical case need be but brief. It seems clear that, in conformity with the advancing spirit of the age, the judges were opposed to any soke monopoly, and practically constituted themselves special pleaders for its abolition—though, in conformity with precedent, the owners of Selby soke would appear to have been entitled to a verdict. The

Text, ch. XI.

actual state of affairs at the soke mills of Wakefield, Bradford, and Leeds in the same county, and the mills of Manchester, at the very time of the trial—as set out in Acts of Parliament which had never been repealed—proves an actual contravention of the facts and opinions of the bench, for flour could not be imported into those manors at the very date of this trial. The essence of milling soke was the right to grind all flour

consumed in a manor, whatever its origin—otherwise it would obviously have been a very simple matter for tenants to destroy every soke in the kingdom by selling the grain they had grown and buying other grain or flour outside their manor. The contention that the phrase "their corn" meant only corn that they had grown, and not corn they had purchased, seems a very curious quibble. However, upon this fine-drawn distinction the Selby millers lost their suit—the issue turning, as it was clearly intended by the Court to do, to the avoidance of "increasing the emoluments of one man at the expense of the public," or, in other words, to the destruction of the ancient monopoly and the opening out of a free trade in the grinding of grain.

CHAPTER X.

SPECIAL EXEMPTIONS FROM SOKE.

X. SPECIAL EXEMPTIONS FROM SOKE.

1. By Grant or Charter.

1. SOME manors were entirely exempt from soke, either by the lords never claiming it or by their granting it away and freeing the residents. The exemption of tenants in the royal forests granted by King John has already been mentioned. Some few typical cases of such exemptions may be cited. King John, when Earl of Morton, granted a charter to Bristol about the year 1188, clause 19 of which states: "quod possint molere blada sua ubicunque voluerint"—"they [the burgesses] may grind their corn wherever they please." Robert, Earl of Leicester, temp. Henry III., originally enforced the soke of Leicester, and received payment on all corn taken out of the borough to be ground; but eventually granted entire exemption from the impost: "illos denarios qui capi solebant de carectis portantibus bladum de Leycestria ad alium molendinum quam ad molendina mea de Leycestria"—"those pence which I used to take for carts carrying corn from Leicester to any other mill than my mill of Leicester." Simon de Montfort, created Earl of Leicester in 1258, renewed the charter which practically abolished the soke, but reserving, as usual, to himself and his heirs, as lords of the manor, free multure for the manor-house. Among Continental instances may be quoted: "Quiconques d'iaux vorroit four, ou molin a manonelle, faire le peust"—"Whoever of them wishes to bake or work handmills may do so."

Seyer's Bristol Charters, 1812.

Hist. MSS. Com., App. 8th, 422.

Charta Burg. Vervini, 1238.

At Aylingtone Manor, Huntingdon, the abbots of

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Ramsey, in the middle of the thirteenth century, exacted a curious nominal impost in recognition of a partial freedom granted from soke: "Ad Pascha de consuetudine molendinarius colliget ova de qualibet domo ad voluntatem dantis et ad opus domini per sic quod sint quieti de theolonio braysiæ ad cervisiam Beatæ Mariæ faciendam"—"At Easter, according to custom, the miller collects an egg from every house at the will of the givers and for the use of the lord, for that they may be quit of toll on malt for beer at the Feast of the Blessed Mary." Cart. Ram., ccxxviii.

Walsall was early freed by charter, although in 1396 Jenkin Cole, the miller, who seems to have been altogether unaware of the fact, brought an action to compel the burgesses to attend his mill, with a result somewhat mortifying to himself:—

"Mind that Thomas, Earl of Warwick, lord of Walshale, the xixth of Kyng Richard the Seconde, sends his servants and conselours, Thomas Knyght, parson of the churche of Hanslape, serveiour of the landes of the sayd earle, John Hugford and William Spernors, squyeres, to his towne and lordship of Walshale, for the oversight and good governance of the sayd town and lordship. And there at that tyme on Jenkyn Cole, fermour of my sayd lordes mylle in Walshale, called the Portmylle, complaynde to my said lordes consel that the burgesses of the burgh of Walshale wolde not grynde at my sayd lordes mylne, as it was ther decrete; and how they caryde there corne to Ruysshale mylne and to oder divers mylnes in the contre, and grond ther corne and malte from my sayd lordes mylne, to the gret prejudice and hurt of the said Jenkyn Cole, fermour of my sayd lordes mylne; wherof he preyeth remedye. The whiche matyere and complaynt well conseyvde and understandon by my said lordes consels, they send for all Shaw's Staffordshire, 1798, ii. 71.

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the burgesses to come before them and answere to the complaynt above rehersede. Of the whiche matyere my sayd lordes consel examynede the sayd tenentes and burgesses as well severally as generally. And then the sayd consel fondon by the othes of xii men of the seyd tenenantes and burges, and also by feyr evidence in wrytyng that was shewede, that the sayd burgesses of Walshale be at there fredom to grynde where they lyste and to carye there corne and malt, or do hit to be cariode, to what myln that hym best lyste that owneth the sayd corne or malt; and upon thys mattyere thus foundon my sayd lordes consel cald before them the seyd Jenkyn Cole, fermour of my sayd lordes mylnes, and bede hym and conselode hym that he shulde fryndon hym before wyth the burgesses of Walshale, and that he shulde gete hym a conynge mylner and serve trewely my lordes tenantes, and in syche maner trete hym that he myghte have ther gode wylles, and by syche menes drawe to hym the gryst of the sayd town of Walshale: for they oughte not to compelle them to grynde at my sayd lordes mylne in Walshale, for hit ys at hore owne fredom to grynde where them lyste."

1. By Grant or Charter.

2. By Purchase.

2. Milling soke, as it never came into existence by Act of Parliament, was never legally abolished by law; and finally it was either broken by tenants or purchased by them—if indeed owners, in view of the frequent trouble of enforcing it, did not voluntarily abandon it.

Exemption was purchased in very early times, the annual payment made being known as "dry multure." The accounts of the provost of Cluny, Scotland, on behalf of the king, for 1358, contain an entry illustrating such a case: "iiij^{li} debitis regi de husbandis de Ferdyll qui obligati sunt ad molendinum de Klouny ad molare ibidem pro thremulture; et

Exchequer Rolls of Scotland, 1358.

dicte quatuor libre debite sunt per dictos husbandos, solvende ultra firmas suas, ut possint alibi molare blada sua ad eorum voluntatem"—"£4 due to the king from the husbandmen of Fardell, who are bound to grind at the mill of Cluny at the three-multure; the said £4 being due from the said husbandmen beyond their rentals, in order that they may grind their corn elsewhere at their will." This was an exceedingly heavy payment, but the Fardell farmers evidently preferred rather to submit to it than to the "three-multure" toll to which they were liable at the king's mill. Payment of one-third of the grist to the miller was a wide contrast to the $\frac{1}{16}$th or $\frac{1}{20}$th rate which prevailed generally throughout England; or the extreme of $\frac{1}{30}$, mentioned in the Scotch laws of 1165–1214. The same heavy rate of one-third was exacted, however, at Cirencester in 1302, a defaulting tenant there (already mentioned) having paid at the rate of "the third vessel" upon certain grain.

It is needless to multiply evidences of this early custom, which was perpetuated in some soke mills till even the present century—as, for instance, at Jedburgh and Bradford. More interesting is it to bridge over the centuries, and note the purchase of exemptions on a large scale in modern times by local authorities, who bought out the interest of the lords or tenant-owners of soke mills, in order that their bond on the public might be cancelled and exemption in perpetuity secured.

CHAPTER XI.

EXTINCTION OF SOKE AFTER PURCHASE.

XI. EXTINCTION OF SOKE AFTER PURCHASE.

1. A Valueless Soke at Rossendale.

1. UP to within the last century numerous soke mills existed throughout the country whose rights and privileges were merely illusory—soke mills only in name, with rights believed to only be dormant, but virtually being dead. The existence of such mills, emphasising by contrast those wealthy soke establishments to which we are about to refer, was amusingly demonstrated in 1859 with respect to the mills of Rossendale Forest, Lancashire. These ancient royal mills, possessing the soke of the district, were confirmed in their rights in 1638,* and again in 1785, by a "decree for settling the quantity of toll to be paid by the inhabitants of Rossendale for grinding at the king's mills in the Forest of Rossendale."

Duchy Decrees, Lib. 10-14 Car.

Raines MSS., 37 B, 517.

* 14 May, 1638. A decree respecting Rossendale Mills, near Bury, Lanc., dated Westminster, on a certificate returned to the court by Savile Radcliffe, of Todmorden, Esq., and John Starkey, Esq., dated 11 May, 1636, at the request of Edward, Lord Newborough, Chancellor of the Duchy of Lancaster, by letter dated 23 Nov., 1635: To examine the differences between Edward Rawstorn, Esq., and the inhabitants of the Forest of Rossendale concerning the proportion, 16 moulture, claimed by the said Edward Rawstorn, Esq., for grinding corn at his Majesty's two mills in the said Forest, whereof the said Edward Rawstorn, Esq., is his Majesty's copyhold tenant:—

With the consent of the complaining parties, testified by their subscribing this order, we determine as follows, viz.:—That all the inhabitants and occupiers of lands within the said Forest shall grind all their corn and grain growing in the said Forest which they shall spend in their houses or sell in meal, groats, or shealing at one of the said mills; and all malt, corn, and grain they shall buy and spend in their houses or sell again ground (except oatmeal and flour only which is ground before they buy it) shall be ground at one of the said mills; and they shall pay the said Edward Rawstorn, Esq., after the rate of a thirtieth part, or one of 30—except for grinding of bought shealings or groats growing forth [beyond] the said Forest, for which they are to pay but half-moulter—*i.e.* one of three-score or at three-score one—and to have it well ground, and at convenient time, as hath been accustomed, within twenty-four hours after taking it to the mill, or to be at liberty to go elsewhere. Signed by John Nuttall and other inhabitants of the said Forest. Sealed with the seal of the Duchy of Lancaster, 11 May, 14 Car.

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1. A Valueless Soke at Rossendale.

About seventy years later, during the fast-declining years of soke custom throughout the kingdom, Rossendale Mills, like others, theoretically still possessed their compulsory powers, but as a matter of fact had found it impracticable and undesirable to enforce them; so that when in 1859 they were offered for sale as usual with all their soke rights and privileges, it was questioned whether they had any at all upon which a value could be set. Mr. William Sutcliffe, of Bacup and Rawtenstall Mills, in negotiation for the property, with the owners of the mills, decided to test the question; and ere long throughout the entire Rossendale soke district a notice was posted reciting the decree of 1638 and its confirmation, giving warning that John Brooks, Esq., of Sunnyside, and S. A. Lord, Esq., of Newchurch, owners of the mills, were firmly determined to enforce the same, and offering a reward of £5 to any person giving such evidence of refusal to attend as would be considered sufficient to ground an action or to otherwise proceed upon. The notice was received with amazement by the majority of the residents and amusement by a few; no evidence was given and no action taken; and the soke of the mills was thus found to have utterly passed away.

Rossendale, Newbigging 1868, 280.

No such illusory assets were conferred in the purchase of the mills now to be noted, by communities bound to them, and unable, even in the present generation, otherwise to shake off liabilities long surviving even the feudalism that created them. At Leeds and Wakefield the entire sokes were purchased by money raised by public rates; at Bradford the burgesses twice unsuccessfully attempted to do the same, and eventually a portion only of the soke was purchased; at Manchester a portion of the soke was abandoned by the feoffees of the Grammar

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School, who owned it, and the remainder extinguished by sale to a railway company.

2. King's Mills, Leeds.

2. At Leeds, till the year 1839, the soke of the town and district was held by the ancient king's mills, the "two water corn mills under one roof," granted in 1609 by James I. to Ferrers and Philips and in 1631 by Charles I. to E. and W. Ferrers at a fee-farm rent of £13 8s. 8d. The history of these mills, both before and after the date of this grant, abounds with actions at law respecting soke; the records of which scattered throughout the Duchy of Lancaster depositions and pleadings are well worth attention from Yorkshire antiquaries. The rights enjoyed by the mills were identical with, and in the local Act are set out precisely as, those of Wakefield, and may be found formally claimed on behalf of Queen Elizabeth in a commission issued in 1574 to the steward of the manor of Leeds to amerce tenants "for withdrawing their suit from the queen's mills there"—the only exemptions from the soke there being residents upon ancient Templar estates, some of these properties being still marked, in sign of their freedom from soke, with the Templar's cross.

Text, ch. II., § 8.

In 1838 Edward Hudson, corn merchant and miller, was owner, the occupiers being Messrs. Dyson and Jackson. On October 30 in that year a public meeting, requisitioned by the mayor, was held at the Court-house, Leeds, at which it was resolved to be "desirable to extinguish by a fair compromise the claims of the said Edward Hudson to the soke, suit, and service alleged to belong of right to him as owner of the mills." The sum asked by Hudson for the abandonment of his compulsory rights was £13,000; and an Act being obtained May 14, 1839, the transaction was completed for this amount—

2 Vict., c. 17.

various suits then pending being abandoned and the reserved fee-farm rent redeemed, while trustees were empowered to raise the compensation money on security of a rate levied upon all property-owners in the soke district. No landed property whatever was acquired by the ratepayers, the mills entirely remaining the estate of Hudson.

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2. King's Mills, Leeds.

3. Various mills existed on the royal manor of Wakefield, Yorkshire, part of the Duchy of Lancaster—those of Warley, Sowerby, and Holmfrith, all watermills, being granted to Ferrers and Philips by James I. in 1610, confirmed to E. and W. Ferrers by Charles I. in 1636, and subsequently passing out of the range of the present account. The royal soke of Wakefield, with the adjoining hamlets of Horbury and Sandal Magna, was held by the watermills at these several places, some details of the expenses of the king's receivers there in 1342 and 1391 appearing in another chapter. These three establishments, with the soke, were granted in fee by James I.—a transaction which may be most conveniently proved by the brief abstract of the deed in the Record Office: "To Robert Hungate and Henry Foxcroft, 16 March, 1611. In Yorkshire—corn mill in the town of Wakefield, with fulling mill, etc.; corn and fulling mills at Horbury; corn mill in the parish of Sandal called the 'New Mill on the Dam'; with fisheries in the waters of the mills, soke and suit belonging to the mills, and fines for withdrawing custom and multure as aforesaid: per annum, £57 2s. 8d., less £7 2s. 8d." At this net rent of £50 reserved to the king the mills were granted "by fealty only and in free and common soccage, and not in chief nor by knight's service," this being an ordinary commercial transfer of property. Of the history of the estate, including the contentions waged by its owners against recalcitrants, nothing

3. King's Mills, Wakefield.

Text, ch. IV., § 3.

Pub. Records, Grants in Fee, Index, fo. 17.

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3. King's Mills, Wakefield.

specially requires notice till the lapse of precisely two centuries, when in July 1811 the mills were included in the estate bequeathed in the will of Sir Thomas Pilkington, of Chevet, Yorkshire. They had been included in the marriage settlement of his daughter and co-heir, Anne, wife of Philip Bennet, and descended to their infant son, on whose behalf in 1833 they were ordered by the Court of Chancery to be sold. At this juncture the expedient of getting rid of the soke obligation seems first to have occurred to the inhabitants of the district of Ossett-cum-Gawthorpe, near Wakefield. It was recognised that, if the soke could not be broken, it could, as in ancient times, be bought; and this was done, exemption being secured for a payment of £3500. The title of the Act passed for alienating this portion of the soke admits of no cavil as to its object: "An Act for discharging the inhabitants of the township of Ossett-cum-Gauthorpe from the custom of grinding corn, grain, and malt at certain water corn mills in the townships of Wakefield and Horbury and the parish of Sandal, and for making compensation to the proprietor of the said mills." Nor yet does the essential clause declaring that all residents "shall be and are hereby freed, exonerated, discharged, and for ever exempted of and from the said usage, duty, custom, and obligation." This initial enterprise which Ossett-cum-Gawthorpe undertook inaugurated the series of greater emancipations which during the next thirty years ensued, though it is to be remembered that Bradford had attempted to purchase its freedom as early as 1795.

2 & 3 Wm. IV., c. 108.

Let us glance at the state of affairs at the mills when the inhabitants of Wakefield contemplated securing exemption. The estate possessed precisely the rights and privileges enunciated at the transfer

in 1611, as fully specified in the later Act of Parliament:— XI. EXTINCTION OF SOKE AFTER PURCHASE.

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"All freehold and copyhold tenants, resiants, and inhabitants of Wakefield, Horbury, Sandal, Crigglestone, Alverthorpe-cum-Thornes, Ossett-cum-Gawthorpe, and Stanley, and the liberties, precincts, and territories thereof, by tenure or by custom and usage time out of mind, have been and (except Ossett-cum-Gawthorpe) are still bound and obliged to grind and crush at the said several corn mills, or some or one of them, all the corn, grain, and malt either sold ready ground or crushed, or used, consumed, or spent ground and crushed . . . and to pay a reasonable toll or multure—*i.e.* for grinding corn and grain $\frac{1}{16}$th part thereof, grinding malt and shelling oats $\frac{1}{32}$nd part thereof. . . . No tenant ought to grind or crush at any mill or mills other than the said mills or some or one of them any corn, grain, or malt . . . or to bring from elsewhere any corn, grain, or malt ready ground or crushed, to be consumed within the said several places, unless when all the said mills have not been capable of grinding the same or the same has been refused or neglected to be ground within twenty-four hours after it has been delivered. . . . No miller, maltster, carrier, or dealer in corn, grain, malt, or meal, and no tenant or inhabitant, ought to sell to any tenants for consumption any corn, grain, or malt which has been ground or crushed at any other mill; and no tenant or inhabitant ought to erect or use any horse-mill, hand-mill, quern, or other mill, engine, or instrument for grinding or crushing grain and malt for consumption in the said places. . . . In consideration thereof the owners or farmers of the said mills or their lessees have immemorially been and now are bound to keep the said mills in good repair and proper

Wakefield Soke Purchase Act, 16 Vict., c. 27.

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3. King's Mills, Wakefield.

Text, ch. II., § 8.

plight and condition for the service of suitors thereto, so that the same or some of them may be sufficient for grinding within twenty-four hours after delivery all grain and malt of all such suitors which ought to be ground there." The sole exemption was that possessed of ancient right by tenants of lands formerly possessed by the Templars.

The net purport was that no flour or malt that had not passed through one or other of the old manor mills could be consumed in the district, and no flour, &c., could be imported for consumption. A more complete legal fetter it would be impossible to forge, and it is not surprising that "divers actions, suits, and proceedings at law and in equity have lately been had and taken by and between the proprietors of the said soke mills and their lessees on one hand, and the inhabitants of said soke district on the other, touching the extent and validity of the said custom"—none of which suits, of course, could in any degree infringe upon the rights of proprietors who had legally acquired them by purchase and in business-like manner had carefully maintained and developed them. This was the concern—at about this time (1834) mortgaged for £10,000—sought to be exterminated; the value of which was further increased by its special exemption, with all its wharves, warehouses, and buildings, from liability for local rates for lighting, cleaning, and paving streets, &c. The lessees at the time were N. L. and J. L. Fernandes (sons of a former miller dating back to 1819), whose lease was renewed in 1848, to expire December 31, 1853.

11 Geo. III., c. 44; 36 Geo. III., c. 50.

When this lease was approaching completion, the project of following the example of Ossett-cum-Gawthorpe and of Leeds had assumed tangible form. The proprietors were approached, and, as stated in the

preamble of the Act, they "had named the sum of £18,000 as the purchase or compensation money which ought to be paid for such rights, dues, and privileges," the entire actual buildings, mills, wharves, and warehouses being still retained by the owners. On November 21, 1851, at a public meeting convened at the Sessions House, it was unanimously resolved to appoint a committee "for carrying out the purchase of the soke with its privileges for the sum of £18,000." An influential committee, comprising Justices of the Peace and representatives of each of the townships comprised in the district, was duly appointed, and in conjunction with the mill-owners drew up an agreement, setting forth as the cause of their action the fact that "the aforesaid custom of soke was obnoxious to and unpopular with the inhabitants of the Wakefield soke district"; and as their aim—"in order to avoid further litigation, and to put an end to all disputes, it had lately been proposed that a contract should be entered into with the proprietors of the soke mills for the abolition of the custom within the district and for the purchase from the proprietors of or compensation to them for the rights, dues, and privileges under or by virtue of the same custom." At another public meeting, April 17, 1852, the draft of an intended Act was adopted. Of this, clause 7 showed exactly what was offered for the £18,000. It provided that on and after January 1, 1854, when the purchase has to be completed, "all and every the tenants, resiants, and inhabitants shall be freed, exonerated, discharged, and for ever exempted of and from the said usage, duty, custom, or obligation of grinding at the said mills or any one of them, and such usage, duty, custom, or obligation shall thenceforth cease, determine, and be for ever extinguished; and it shall be lawful for the said tenants, &c., to

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grind or crush their grain and malt and shell their oats at any mill or mills they may think fit; and to erect and use at their free-will and pleasure within the soke district such and so many steam-mills, windmills, watermills, horse-mills, hand-mills, querns, or other mills or engines or instruments for grinding and crushing corn, grain, and malt, and shelling oats, as but for the existence of such usage or custom aforesaid they could have theretofore erected and used; and to purchase for sale or for their own consumption flour, meal, malt, and shelling which may have been ground, crushed, or shelled elsewhere than at the said soke mills." That is to say, that the inhabitants of the district might be in enjoyment of liberties nowadays so common as to be regarded as the most ordinary and common rights enjoyed by the people. They obtained no milling estate, and the extensive and well-equipped mills of the manor were left to compete for what trade might be established: though steps were stipulated to be taken to secure the repeal of their exemption from the local rates; and, on the other hand, the fee-farm rent of £50 per annum, reserved to the Crown, was to be redeemed by an investment in Consols.

"The purchase or compensation money" was authorised to be raised by trustees appointed under the Act by or upon the security of a rate to be made upon all property-owners in the district—*e.g.* 1s. 6d. in the £ upon breweries, hotels, and taverns; 8d. in the £ upon combined shops and dwelling-houses; 1od. in the £ upon dwelling-houses of the value of £5 or upwards; 5d. in the £ upon malt kilns or flour mills; 3d. in the £ upon general manufactories, steam-engines, warehouses, public buildings, offices, and other buildings except dwelling-houses under £5 annual value; with "the sum of 6s. for every

dwelling-house, whatever may be the annual value thereof, in addition to any other rate hereby made payable upon any such dwelling-house,"—all the foregoing to be paid in equal moieties by the owners and occupiers; 1d. in the £ on land, railways, canals, and all other property liable to be rated for the poor and not particularly specified. The trustees were armed with full power for enforcing the rate, and provided with a form of distress warrant for serving upon objectors.

3. King's Mills, Wakefield.

The Act passed in this form June 14, 1854, became operative in January following, and secured without further trouble, at a total cost of upwards of £21,500, the emancipation of the people of Wakefield and Ossett-cum-Gawthorpe; its concluding clause calling finally to mind the ancient origin of the soke in the feudal rights of the sovereign, Duke of Lancaster: "Provided always that nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the rights, privileges, powers, or authorities vested in or enjoyed by the Queen's most Excellent Majesty, her heirs and successors, as well in right of her crown as in right of her Duchy of Lancaster."

4. King's Mills, Bradford.

4. The case of the purchase of Bradford soke is peculiar. That town was many years in advance of Leeds and Wakefield in endeavouring to purchase and extinguish the soke of the local mills; but at a time when both those purchases had been completed Bradford had twice resolved to buy the soke, and twice failed to raise the funds, and, in fact, never did so. The uncompleted efforts of the burgesses of Bradford ran on the same lines as the perfected undertakings of their neighbours, but left the soke to be so frittered away as to render the toil and expense of enforcing it unprofitable; at length part of it being abandoned,

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and the remainder being sold, together with the entire estate, to private speculators.

4. King's Mills, Bradford.

To glance at the early history of the mills, we find the great milling speculators of their age—Ferrers and Philips—duly acquired them; their grant from James I. in 1612 specifying them as two water corn mills under one roof in the south part of Bradford, Yorkshire, with the dam, brook, soke, suit, &c., then or late in the occupation of Sir Richard Tempest, at a rent of £6 6s. 8d.; also a water corn mill of late erected in the eastern part of Bradford, with dam, soke, suit, &c., also in the occupation of Sir R. Tempest, at a rental of 6s. 8d. They were granted in soccage as part of the king's manor of Enfield, and were soon disposed of by the Ferrers partnership to Tempest, who was early involved in a contest to enforce the soke. Several residents in Bradford and the suburban Manningham were charged in a bill in the Duchy Court, November 20, 1624, with absenting themselves from the mills, all of them submitting to the inevitable, however, except one William Lister, who pleaded that only copyhold tenants were bound to the mills. In Michaelmas term, 1627, a decree was made against him, declaring Manningham, where he dwelt, to be parcel of the manor of Bradford; that his grandfather, father and mother, and elder brother had all held the same copyholds and freeholds in Bradford and Manningham now held by him, and had always ground at the manor mills, whether their corn were grown on either freehold or copyhold land. The Court was of opinion that freehold and copyhold tenants were alike bound to the mills, and ought there to grind grain, whether it had been grown in the manor or bought outside it, if for consumption therein; specified the limits of the soke district as a circle with a radius of two miles round

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4. King's Mills, Bradford.

the mills; and made the usual order against the defendant. Lister, not satisfied, appealed, and the case being reheard May 21, 1628, the decree was affirmed, and Lister was directed to pay twenty nobles as costs. Sir Richard Temple, a political prisoner in Clithero Castle, February 28, 1648, sold the mills to Nicholas Shuttleworth. During the succeeding century they passed through various hands, and apparently the soke was becoming depreciated in value by reason of negligence in prosecuting absentees. Abraham Rawson, leasing the mills 1715–29, found reason strongly to complain to the owner on this score: "If I was to stay a little longer I should have nothing left. Mr. Shaw begun a markitt 3 or 4 yrs. since. We never thought it would continue, but it is stronger and stronger. The markitt for corn used to be allways in the mylne, unless some few beanes in the markitt. There is more shelling sold in the markitt now than is sold in the myln; and as to the souke, I think you never look after it. I am so much a loser that I know not how to lett my own wife know of it."

Hist. Bradford, James, 1841, 289.

Trans. Brad. Arch. Soc., 1888, 74.

This state of affairs was considerably altered by the vigorous enforcement of the soke by successive owners in the Smyth family,* the first of whom seems to be John Smyth, who acquired the fee-simple in 1768, and farmed the mills to William North at £166 per annum; being succeeded in 1771 by his son, the Right Hon. John Smyth, who began the usual wars with tenants with a lawsuit which endured over seven years. He first brought an action in the Duchy Court against Thomas Crossley, merchant; Stephen Hill, baker; John Ledgard and William Varley, badgers; and others, for grinding

* April 18, James I. Fee-farm lease to Robert Smyth and Francis Morrice of three corn mills at Castleford, and corn and fulling mill at Knaresborough. Grants in Fee, fo. 25.

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4. King's Mills, Bradford.

corn elsewhere than at his king's mill. Depositions in the suit, which occupy about 2000 folios, were sworn in 1775. Among this mass of evidence was that of John Fox, the miller, who deposed to the custom, stating that during his service the following tolls were charged for grinding:—Wheat, $\frac{1}{16}$th part; oats, $\frac{1}{24}$th part, or if into shelling only, $\frac{1}{48}$th part; malt, an upheaved peck Winchester measure for every quarter of nine bushels. The general purport of the defence was that, owing to insufficiency of water, the mills were unable to grind all the corn brought there; and many of the inhabitants not being able to get their corn ground and flour delivered within the customary twenty-four hours had sent it elsewhere. The cause was tried at York, February 1781, when a verdict was given in favour of Smyth. Leave for a new trial was obtained by the defendants, but in 1782 they were once more defeated and mulcted in costs.

An interval of peace supervened, during which, in 1795, an attempt was made by the inhabitants to purchase the soke; but as Mr. Smyth's valuation was £12,500, the project fell through. In 1811 the estate passed to J. H. Smyth, who in March 1814 arraigned at York Assizes another absentee, who, as usual, was cast in damages and ordered to give suit to the mills. At this trial E. Wright, steward for Mr. Smyth, stated that the annual value of the soke was £300, while the mills (which in 1768 were let for £166) were now rented at £800 a year. Mr. Smyth in the same year, in contemplation of his marriage with a daughter of Lord Fitzroy, conveyed the mills and other hereditaments in trust for a dowry of £400 per annum to his wife during his own life. In 1836 their eldest son, J. G. Smyth, succeeded to the estate, leasing the mills for eleven

Bradford Antiquary, i. 79.

years to James Ellis and John Priestman, at a rental now increased to £1250 per annum, the old fee-farm rent of £6 6s. 8d. and 6s. 8d. being still paid by Smyth to the Crown. In April 1838 another determined attempt was made to upset the right of the proprietors of the Queen's Mills, as they were then called. Benjamin Burnell, William Haigh, John Robson, senior, J. Robson, junior, John Diggles, John Hodgson, and Robert Atkinson, all residing within a radius of two miles from the mills, were indicted for combining and confederating with divers other persons to injure and prejudice the owners and occupiers of the mills, and to overturn the customs, usages, rights and privileges, soke, suit, and service belonging thereto. Burnell and Haigh were corn-millers of Wakefield, having a shop at Bradford, and the other persons named were dealers or private consumers—the former being charged with selling and the latter with purchasing flour, &c., which had not been ground at Bradford Mills, and paid toll to Ellis and Priestman. The case was for some time delayed by the defendants failing to file certain accounts of the flour sold and consigned, but ultimately the whole of them submitted to penalties ranging from £1 to £20 each. The suit was pending in 1839, much feeling having been roused on the subject in Bradford in the meantime.

Public hostility to the soke was at its height in July 1839, when one of the most influential memorials ever produced in Bradford was presented to the constables, John Ward and Richard Newby, requesting them to convene a meeting of the inhabitants of Bradford "for the purpose of ascertaining and adopting the most efficient plan for abolishing the soke and suit of Bradford Mills, and thereby enable consumers of bread to purchase at the market most

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agreeable to and convenient for them without fear of prosecution." So strong was popular feeling in the matter that the requisitionists included not only the most influential residents in the district, but even the lessees of the mills, Ellis and Priestman. At a public meeting held accordingly, and attended by Messrs. Lister and Busfield, the members for the borough, and several magistrates, a committee, comprising Messrs. E. C. Lister, W. Busfield, J. G. Horsfall, J. Hustler, F. Simes, and others, was appointed to confer with Mr. Smyth as to the price of redemption—the interview resulting in the owner offering to accept £10,000 for his interest in the soke rights, or £2,500 less than his grandfather had asked in 1795. At a second public meeting a resolution was passed accepting the offer; but the generosity of the town was not equal to the demand, and once more the project fell through; and so far as public money was concerned it never was accomplished.

Thirty years later Colonel Smyth endeavoured to dispose of the soke, together with the entire milling estate. A sale by auction was announced for

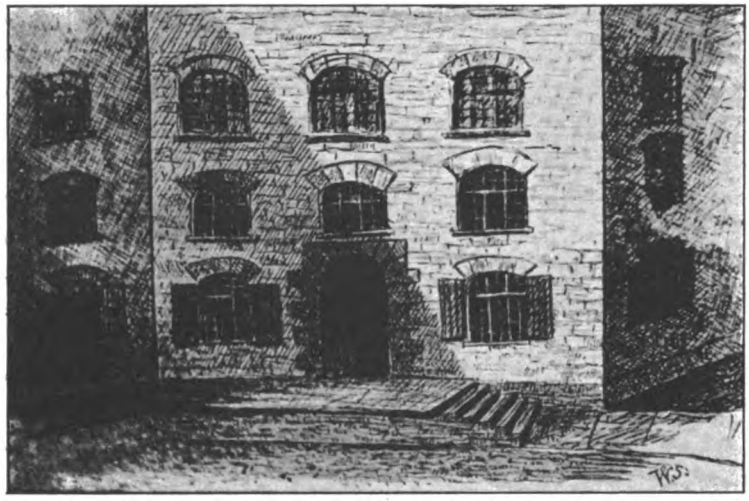
Yorkshire Post, April 24, 1869.

April 30, 1869, of "the extensive steam and water corn mills called the Queen's Mills, situate in the centre of Bradford, now in the occupation of Messrs. J. Ellis and Co.," &c., &c.; "the soke mill in Manningham," in the occupation of Ellis and Co.; and "also the flour and malt sokes, suit, and multure attached to the mill. . . . The soke extends over an area of 2900 acres, and includes a population of about 60,000 people." The auctioneer, Mr. Sharp,

Bradford Observer, May 1, 1869.

in describing the property, said "the malt soke was the only one that had been enforced for many years, and was worth in gross about £600 per annum (this being paid by the maltsters and others for the

privilege of being allowed to grind malt on their own premises), the total gross income derived from the property being £1342 per annum. As to the soke (which he observed had been erroneously described as attached to Manningham Mill), he quoted James, the historian of Bradford, to show that there was no means of getting rid of it except by buying it; and said the flour soke, if enforced, might be made the source of greatly increased receipts."* At this auction,



The Queen's Mills, Bradford.

therefore, that portion of the soke which had been enforced (the malt soke) comprised almost one-half of all sources of revenue derived from the estate (including water rents from the goit or race "studded with mills and manufactories"), while the portion which had not been enforced was offered as a profitable investment. A sale was not effected, however,

* James remarks: "Although in these days the soke would, if its rights were strictly enforced, be an intolerable burden upon the inhabitants of Bradford, yet no man understanding anything of the foundations of property can for a moment doubt the just power which the owner of the soke has to enforce its rights; and no plan can be devised by the ingenuity of man for getting rid of it according to law except by purchase." Hist. Bradford, 1841, 291.

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the property, "with the right of soke in Bradford and Manningham," being withdrawn at £16,000. A few months' later the estate, "including the mills with all their rights of soke," was privately sold for £19,000 (being £3,000 more than the highest bid for it at auction) to a syndicate comprising Messrs. J. B. Sharp, T. A. Watson, J. Schofield, and George Watson; who in 1871 resold partly to a railway company and partly to the corporation (the latter paying £8,300) for public improvements; the ancient rights which had been thus but transmitted as a valuable property from one owner to another at length passing to the corporation. "By arrangement with the maltsters and brewers within the two miles comprising the soke jurisdiction, the multure rights affecting them (realising £600 per annum) were commuted," and no attempt was ever made by the corporation to revive the flour soke which Colonel Smyth's auctioneer had declared was a possible "source of greatly increased revenue" that could only be got rid of by purchase. Thus the last remnant of soke in Bradford disappeared with the purchase by the corporation of the mills in which it was exercised; these in open market would doubtless have been of comparatively small value if worked in competition, but practically they were resolved into a mere matter of sites devoted to town improvements.

4. King's Mills, Bradford.

5. Grammar School Mills, Manchester.

5. The soke mills of Manchester were unique in affording for over two hundred and fifty years the chief maintenance of a great educational institution: the Free Grammar School of that city owning the ancient mills of the manor, deriving considerable income therefrom so long as they lasted, and still receiving a valuable annual rent-charge from the railway company which abolished the last of them. The manorial mills

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of Manchester, which we have seen in the possession of the Gresleys in 1134, were founded, according to Whitaker, the local historian, by the Saxons (though there is no record of their existence in Domesday) on the Irk, after the abandonment of the alleged Roman mill at Knott Mill on the Medlock. The site on the Irk Whitaker considers to have been the Roman summer colony of Castlefield station, founded about the year 79, where the Saxons erected within the Roman fosse their new watermill. However this be, it is not till 1134 that Gresley is found possessing a mill in Manchester, and not till 1301 that the manorial mills of the town are evidenced in the Gresley charter already quoted. The general scope of their history we may outline in brief, preparatory to referring to the abolition of the soke.

Text, II. 85.

Text, ch. VIII., § 4.

An extent of the manor in 1322 states: "There is a mill at Manchester turned by the river Irk of the value of £10, at which all the burgesses and all the tenants of Manchester, with the hamlets of Ardwick, Openshaw, Crumsale, Moston, Notehurst, Gotherswicke, and Ancoats, ought to grind, paying the sixteenth part—except the lord of Moston, who is toll free." The mill here stated to be on the Irk was one of the three that subsequently stood near the junction of that stream with the Irwell, the three forming the original foundation endowment of the Grammar School. Hugh Oldham, Bishop of Exeter, who died in 1519, established the school, and endowed it with certain lands and a long lease which he had purchased of the mills; while in 1524 Hugh Beswick, a cleric, and Joanna Beswick, widow (who held as the survivors under a grant from Sir Thomas West, lord of the manor), made a full conveyance of the mills, lands, and tenements to trustees for the benefit of the school. The grant had included "the mills and

Aitken's Manchester, 1795, 150.

Ch. Soc., lxiii. 81.

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all tolls taken by the said mills from the tenants of the said lord in Manchester, and from all residents there"; and these rights the school thus owned; the mills—henceforth known as the Grammar School Mills—being leased out by the feoffees, who prosecuted at the court of the lord of the manor all residents in the town who refused due suit and service: the onerous nature of the proprietorship in this respect being fully evidenced by no fewer than sixty suits undertaken by them from this period to modern times.*

5. Grammar School Mills, Manchester.

In the autumn of 1556 trouble had arisen, the tenants entertaining some grievance against the miller, and going elsewhere with their corn; and at the court-leet, September 3, "the jury doth order that all merchants and householders in the town of Manchester shall have warning in the church to come and grind their corn and grain at the mylnes belonging to the Free School of Manchester, according to their duties and as they be thereunto bounden. And from thenceforth they and every of them offending to the contrary shall be amerced and assiezed at the discretions of the affeerors of this court for the time being. Provided always that if any officer or officers, as farmer, milners, tollers, carrier, overseer, or grinder, or any other officer, make any fault to any manner of person or persons, and finding him or them cause of complaint to the farmer or his lawful deputy for the time being, and cannot be arrecompensed or agreed with, then

* References to most of them in the Public Records Office may be conveniently appended here:—

Ayloffe Calendars, i. 210. Concerning the corn mills and other things to be purchased for the Free School of Manchester: Lib. 1 Hen. VIII., 247[a].

Decree touching the suite of the *foure* corn mills at Manchester, being the school mills, and that noe other mills be sett up there: Lib. 36 & 39 Eliz., 33[a]; Lib. Decr. 30 Eliz.–7 Jac., fo. 380; Lib. 3 & 7 Jac., 286, 419, 450, 525; Lib. 7 & 11 Jac., 728; Lib. 10 & 14 Car., 345, 371[b], 380.

Ibid., ii. 25. Suite to Manchester School Mills inter Prestwich and Baguley; Lib. 7 & 10 Car., 48; Lib. 14 & 17 Car., 367, 368[a].

Concerning the erecting of a horse-mill in Salford, 9 Jac.

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the same person or persons to be at liberty to grind his or their corn or grain where he or they will or may, until further order be had and taken."

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Edward, Earl of Derby, high steward of the manor, presided at the meeting which threshed out this question. But the warning did not suffice, for on April 10, 1561, it was ordered "that the inhabitants of the town shall grind their corn and grain at the mills belonging to the Free Grammar School from time to time, according to the order before taken, September 3, 1556"; and a certain George Bowker was duly warned the same day that if he or any other person from that time disobeyed this order he or they shall forfeit to the lord of the manor for every time 20s. Still, the popular disaffection grew, and on April 11, 1577, the Court recorded a mingled threat and appeal, which on any other matter than this would no doubt have reached the hearts of the citizens, had they been as hard as the proverbial nether millstone:—

"Whereas by divers orders heretofore made that the inhabitants of this town should grind their corn and grain at the lord's mills, notwithstanding many not regarding the common weal and good education of their children in the said school do wilfully absent themselves and grind at other mills to the great hindrance and—in short time if not provided for—to the great overthrow of the said school, which only is founded and maintained by such commodity as doth grow by the same [mills]: These, therefore, are to desire all those that do absent themselves from the said mills that they would bring or cause to be brought their corn unto the said mills, there to be ground. And if fault be in the miller, they shall have such recompense as by the advice of two honest men shall be thought meet. And if this our gentle request

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will not serve, then to think it no uncourtesy if we use such means as we lawfully may to compel them to the same."

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Not content with making this gentle request, the Court a week or two later recorded in support of their authority that "a Survey Book was showed unto us by Mr. Steward" (probably Lord Derby), "wherein it did appear that the inhabitants of the town of Manchester and certain hamlets thereof should grind their corn at the mills of Manchester; which book beareth date in Edward the Second's time." The book seems to have been a copy of the roll of the extent or survey of the manor in 1320, or of a second survey in 1322 (which are practically identical), declaring the customs of the mills.

In 1593 the trouble took a new form, and the feoffees of the school are found taking legal proceedings against Anthony Travis for erecting a horse-mill within the town, this being duly ordered to be suppressed, and the Court issuing an order, as before, that all burgesses and inhabitants should grind their corn and malt at the school mills. In 1608 a bill was exhibited against Robert Robinson for working a horse-mill, and on November 16 it was ordered that the said mill should be no longer used but pulled down, and no inhabitant would be permitted to erect any horse-mill, hand-mill, quern-mill, or any other mill within the town and its liberties. In 1636, on the complaint of Thomas Prestwych, farmer of the mill, an injunction was issued against Adam Holme, Roger Bowring, and others, ordering them to yield suit and service to the mills. Prestwych was, however, shortly afterwards deprived of his interest by order of Parliament, on account of the active exertions he had put forth at the siege of Manchester. In the Interregnum, when everything

Hist. Manchester School, Whatton, 1823.

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was in confusion and the feoffees were either dead or delinquent, except one who by the statutes of the school had no power to act alone, the inhabitants ground where they pleased, and the revenues of the school fell into a very low state—to remedy which new feoffees were appointed by Act of Parliament in 1647, and next year they leased the mills for ten years to John Hartley. In 1650 the latter brought an action against J. Werden and H. Bowker for grinding elsewhere, and they were compelled to return; while in 1670 again, on behalf of Nicholas Moseley, farmer of the mills, "and to the intent that the defendants and all other inhabitants might be more fully informed and the better take notice of the said decree, it was ordered that the said Moseley cause the same to be openly published in the market-place at high market on market day."

In 1701 Sir Oswald Moseley, lord of the manor, who had himself leased the mills from the feoffees, exhibited a bill in the Duchy Court against F. Davenport, R. Davenport, R. Sedgwick, and Margaret Scholefield for erecting mills in Salford, withdrawing soke, and buying meal ready ground. The cause being heard February 23, 1703, the Court was fully satisfied that the whole of the inhabitants ought to grind at the school mills. It was, however, pointed out by one of the defendants that Moseley himself had a horse-mill in Hanging Ditch, at which he ground for the inhabitants; and Moseley was compelled to reply, disclaiming all right and title to the use of the said horse-mill in prejudice of the school mills. He does not seem to have observed his disclaimer; and his lease expiring at length, the feoffees declined to renew it, and let the mills to Joseph Yates and William Dawson, whom they supported in 1732 in exhibiting a bill against Sir

Ch. Soc., lviii. 528.

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Oswald for infringing on their rights. His malt mill in Hanging Ditch was found to be in full operation, and he appears to have pleaded that as it had been erected by his ancestors it was no infringement—an argument failing to convince the Duchy Court, which in 1736 issued an order for its suppression, and once more called upon all the inhabitants of Manchester to faithfully observe the customs of the school mills. In the meantime Yates and Dawson met with an exception to the usual run of success which milling lessees usually enjoyed in law courts. In 1728 they had exhibited a bill in the Duchy against Gamaliel Lloyd, John Smith, Isaac Clegg, Thomas Newton, Jeffrey Hart, Ralph Fysher, James Webster, and others for erecting a brewhouse and selling ale and beer brewed therein without grinding their malt at the school mills. An injunction was ordered against them, and they submitted thereto. Soon after motion was made by Yates and Dawson for leave to amend their bill, so as to include the feoffees as parties; and this was granted. The case came to a hearing; but the judges insisted that an issue ought to be directed for trying the custom at common law, and the plaintiffs, knowing that, had laid the custom too large for such a trial, having included in it oats, which had not been ground at the school mills for above sixty years, and even in that case not by any provision in the charter. The plaintiffs thereupon dropped the suit and paid the costs.

But the end of these ever-recurring contests was now nigh at hand—a lamentable resort to violence, ending in bloodshed and loss of life, in a time of dearth at length sealing the fate of at all events the flour soke of Manchester. It was at about this period that Whitaker, complaining of the losses sustained by the school, seems to have considered

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them of graver moment than those sustained by the public: "The soke on the town and township, untransferable in its nature, remains to the present period, happily forming the endowment of our incomparable school, but greatly robbed of its value by the rude interposition of private selfishness and public violence." Historians of more just and enlightened views, in recording the facts which led up to the abolition of the flour soke, contemplate the crisis with a greater degree of judiciousness.

Hist. Manchester, 1771 ed., ii. 219

"The supply of provisions to this populous town and neighbourhood is a circumstance well deserving of notice. Formerly oatmeal, which was the staple article of diet of the labouring class in Lancashire, was brought from Stockport [the grinding of oats not being included in the soke rights of the Manchester mills, as above noted], and the prices of meal and corn in the Friday's market there ruled those of Manchester. In the town, however, corn ground at the school mills was chiefly used by families who searced it themselves and separated it into fine and bread flour and bran for domestic use. About eighty years ago the first London baker settled in Manchester [1715], Thomas Hadfield, known by his styptic. His apprentices took the mills in the vicinity, and in time reduced the inhabitants to the necessity of buying flour of them, and afterwards at the flour shops." The apprentices in question seem to have been Yates and Dawson, above mentioned, who, not content with grinding alone, began business as flour-dealers at shops in town, needlessly adding to the grievances of the populace, who regarded their monopoly with feelings akin to fury. "For four years in succession the price of the necessaries of life had been unusually high, and in the year 1757 the scarcity both before and after the harvest was

Aitken's Manchester, 1795, 203.

Baines' Lanc., 1836, ii. 303.

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so extreme as to produce riots and insubordination among the labouring classes. One of the most serious of these, before the harvest, took place in Shude Hill market June 6, when the provisions brought by farmers and dealers were seized, and a considerable quantity destroyed. The then near approach of harvest, however, rendered the people in some degree patient under their privations; but when that anxiously looked-for period passed without producing any material reduction in the price of corn, their patience became exhausted—the corn-dealers, huxters, and millers were charged (such was the folly of the day) with occasioning the high price of the necessaries of life. The rich as well as the poor joined in the popular cry against these traduced classes; sermons were preached expatiating upon their cruelty and injustice; the periodical press sought favour from its readers by giving in to the general delusion; and the following epigram from the pen of Dr. Byrom, first published in 1737, and directed against the tenants of the school corn mills, who from their spare habits were nicknamed *Skin* and *Bone*, was now revived:—

> *Bone* and *Skin*, two millers thin,
> Would starve the town, or near it;
> But be it known to *Skin* and *Bone*
> That *Flesh* and *Blood* can't bear it."

The natural effect of all this inflammation and distress was another riot on Saturday, November 15, 1757. A mob having destroyed a corn mill belonging to Mr. Hawthorn at Clayton, marched to Shude Hill market, and proceeded to seize and destroy all provisions there, resisting the soldiery till four of the citizens were killed by a volley of musketry. The direct outcome of this deplorable state of affairs which culminated in this disaster was the voluntary abandonment by the feoffees of the school of all

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compulsory soke of grinding grain, except malt. The struggle to maintain it would have now proved in every sense disastrous,* and the feoffees at once wisely and considerately preferred to forego their rights rather than continue so distasteful and serious a conflict with a populace who maintained, doubtless with reason, that the mills were no longer sufficient to properly serve the town; while the rate of toll at times exceeded the due $\frac{1}{24}$th part of the grist. At this juncture a "plan of the river Irk from the Irwell to Scotland Bridge, by J. Fletcher, 1758," was prepared, exhibiting the site of each of the three mills; the lowest on the stream being that which was only separated from the school by the narrow road Mill Brow, and the highest being at the foot of Mill Street; the plan, now preserved at Peel Park Museum, Salford, being an interesting memorial of this critical period in the local annals. In the same year (1758) an Act similar to those already instanced was passed "for discharging the inhabitants of the town of Manchester from the custom of fruiting their corn and grain, except malt, at certain water corn mills in the said town, called the School Mills, and for making proper recompense to the feoffees of the said mills." After setting forth that by reason of the great increase of population the compulsory custom with regard to corn and flour might subject the inhabitants to difficulties in procuring a sufficiency and obstruct the carrying on of trade, the Act declared the mills to be sufficient for grinding all malt used within the said town, and empowered the

32 Geo. II., c. 61.

* Inscription on a stone erected at about this date to mark the site of a water-mill in Hawarden Park:—

Trust in God for Bread, and to the King for Justice,
Protection, and Peace.
This Mill was built A.D. 1767 by Sir John Glynn, Bart., Lord of this Manor:
Charles Howard, Millwright.
Wheat was this year at 9s. and Barley at 5s. 6d. a Bushel. Luxury was at a great height, and Charity extensive; but the poor were starving, riotous, and hanged.

XI. EXTINCTION OF SOKE AFTER PURCHASE.

5. Grammar School Mills, Manchester.

continuance of a compulsory malt soke on behalf of the school, the old rate of $\frac{1}{24}$th part of the grist being abolished, and a new charge levied of one shilling for grinding and carrying to and fro each load of six bushels. The recompense to the school for loss of the wheat soke took the form of power to sell or exchange part of the mill estate for the benefit of the trust, together with an exemption from certain rates and taxes upon the trust property. Under this arrangement the grinding of wheat became a free industry, in which the school mills shared, while the soke of malt they retained exclusively.

Baines' Lanc., 1836, 219.

"Owing to abuses that had crept into the management of the mill, maltsters were (at first) unwilling to send there; but through the exertions of Dr. Smith, the headmaster, seconded by Mr. Grime, the steward, and still more by Mr. Josiah Twyford, his successor, this malt mill, which scarcely before defrayed its own expenses, now produces for the charity upwards of £2000 a year."

In 1825 the Charity Commissioners reported that, out of a total income of £4408 derived by the school in that year, a sum of £2250 was obtained from the mills. The accounts of the receivers to the governors of the school, which we have courteously been allowed to inspect, contain for many subsequent years annual reports on the condition and working of the free wheat mill and the soke malt mill, with their receipts. In 1839 the wheat mill is stated to be "at present wholly worked by water power, which, to say nothing of the constant expense for repairs, never will yield profit from this uncertain stream the Irk: during a period of one hundred and thirty-five days the stoppages either from flood or from scarcity of water have averaged more than one-third of the whole time for work"; and shortly afterwards a steam-engine was

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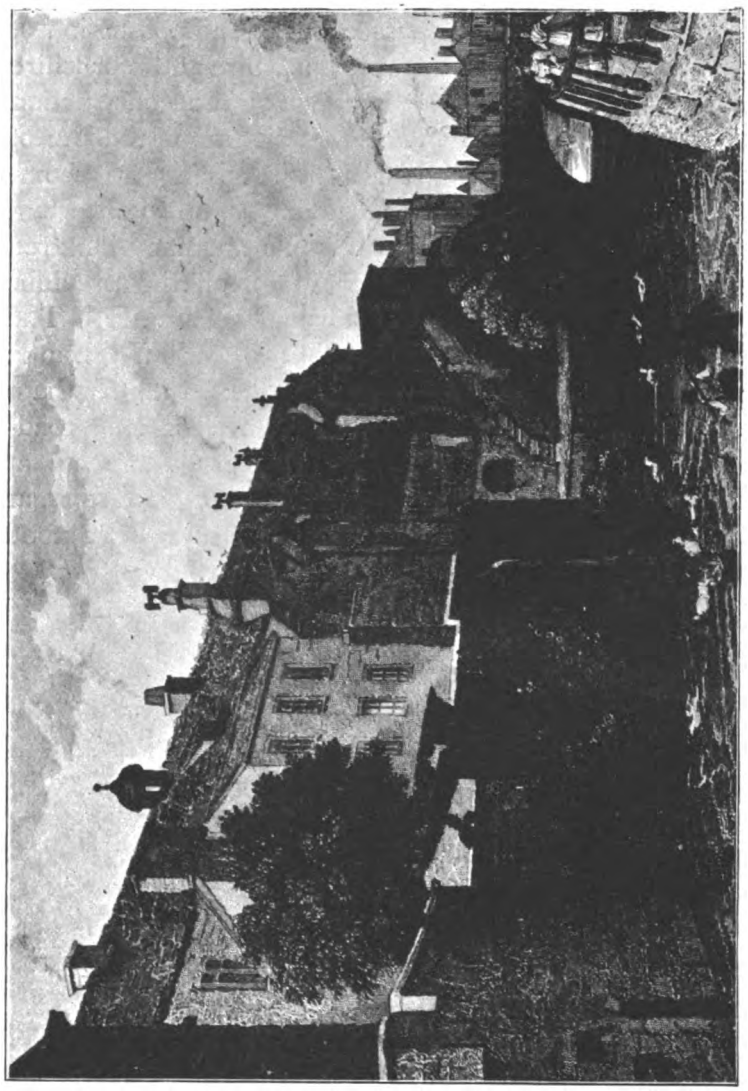
installed there. This was the mill at the bottom of Long Millgate, where in 1788 a wooden bridge crossed the Irk, the miller in 1792 being James

5. Grammar School Mills, Manchester.



The River Alt, Manchester.

Appleton. The malt mill was that already mentioned as the lowest on the stream, closely adjoining the

XI. EXTINCTION OF SOKE AFTER PURCHASE.

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school-house. In 1874 the receivers reported that the soke of the malt mill had been leased out, the lessee taking one-half of the multure and the school the other. This arrangement lasted till March 1884, when the mill at length passed out of the possession of the school, being sold to the Lancashire and Yorkshire Railway Co. for removal, in view of the construction of a new approach to Victoria Station upon the site of the bed of the Irk, the school receiving in recompense a sum of £1000 a year. The "uncertain stream" which had turned the mills so many hundred years is depicted in the view given on the previous page, taken in 1836 and published by Baines. The bridge in the distance is that of Hunt's Bank; the long line of building is that of the Chetham Hospital, seen precisely as at present from the roadway made upon the bed of the river; the gable at the extreme left of the view is that of the old Grammar School, and this abutted upon Mill Brow where stood the last of the soke mills of Manchester.

APPENDIX A.

STEAM-MILLS.

Appendix A. STEAM-MILLS.

1. Engine first used for Pumping.

1. THE introduction of the steam-engine into corn mills seems to have been among the earliest adaptations of the engine devised by Watt. Curiously enough it was not at first used as a motor for driving the stones, but solely for pumping water into mill-dams, and so ensuring a full head of water and a constant and steady supply. The great engineer of the last century, John Smeaton, was chiefly responsible for the reservation of the engine to this use; as he was of opinion that the then insurmountable irregularity of the motion and rate of working was too great to enable stones to be driven with that regularity and continuous rate of speed necessary for grinding grain. His views on the point are stated in a letter addressed by him to the Commissioners of the Victualling Office, November 23, 1781, in response to an application for his advice as to the use of the steam-engine: "In compliance with your order of May 14, desiring me to give my opinion which I prefer of the two methods of constructing a mill to be worked by steam, all the fire-engines that I have seen are liable to stoppages, and that so constantly that in making a single stroke the machine is capable of passing from almost the full power and motion to a total cessation. In the motion of millstones grinding corn such sudden stoppage would have a peculiar ill effect. It is true that much care in the engine-keeper may prevent frequent

Appendix A. STEAM-MILLS.

stoppages, but no one can be expected to be so much on his guard that this shall never happen. If it were to happen but once in every twelve hours, it would confuse the regular operations of the mill to such a degree as to render it very disagreeable to those concerned in the working of it. Were I to establish a mill of the kind [proposed to be erected by the Commissioners] at my own cost, I should certainly execute it by the intervention of water, and therefore must greatly prefer it. To grind 400 quarters of corn per week the engine should be of sufficient power to raise 460 cubic feet of water per minute to the height of 34 feet. The size of the engine necessary for this business, and the quantity of coals to work it, as well as the proper construction of the engine, will be ascertained by Messrs. Boulton & Watt." In accordance with the opinion of so eminent an authority, the engine was generally originally used solely for pumping, and we find engines installed for this purpose ten years after the date of Smeaton's letter at Bootle, near Liverpool, and other places, as described on a later page.

1. Engine first used for Pumping.

2. Albion Mills, London.

2. Still, as early as 1784 the first actual installation of the engine as a motor for driving a mill direct took place, this being at the Albion Mills, London, erected in the year mentioned. The innovation occurred by no means in accordance with the general opinion of the trade as to the benefits of steam-milling, but decidedly in opposition thereto; the Albion Mills being established by a quasi-philanthropic syndicate, formed for the avowed purpose of running in opposition to the general millers of the city; one of the most prominent spirits in the enterprise being the then well-known student of national economics, John, Lord Sheffield.

2. Albion Mills, London.

Important as the Albion Mills were, both in regard to the adoption of the steam-engine and the results of their working, comparatively little is known about them. They were established in 1784, the *Gentleman's Magazine* of the period devoting half a dozen lines to the announcement of the new enterprise: "A new discovery has lately been made, and is now carrying into execution near Blackfriars Bridge, of a method of grinding corn by means of a fire-engine, which communicates a power of working thirty-six pair of stones, besides other subordinate machinery for boulting, etc.: this promises great profit, if the inventor can carry it into effect at a moderate expense." The mills stood at the Surrey end of Blackfriars Bridge, and contained two steam-engines of 50 h.p., erected by Boulton & Watt, which worked successfully and effected considerable economic changes in the general milling trade of London from their starting in 1786 till 1791, when the mills were destroyed by fire, and were not rebuilt. "On March 3, 1791, the whole building, with the exception of the corner wing, occupied as the house and offices of the superintendent, was destroyed by fire, together with 4000 sacks of flour. When these mills were burnt, Horace Walpole was not ashamed to own that he had literally never seen or heard of them, though the flakes of the dust of burning grain were carried as far as Westminster Palace Yard, and even to St. James's. The front of the mills remained for many years unrepaired, but was subsequently formed into a row of handsome private habitations. These in turn were demolished to make room for the Blackfriars station and goods depôt of the London, Chatham, and Dover Railway." This is an interesting little record, yet it is curious to note that no mention is made of these mills containing the first installation of steam in

Gent.'s Mag., LIV. 1. 394.

Old and New London, vi. 382.

Appendix A. STEAM-MILLS.

2. Albion Mills, London.

the kingdom. While they lasted, and though the trade was hostile to them and fashionable folk ignored them; and whether it was because of steam, good management, or philanthropy, or all combined, the Albion Mills did materially reduce the cost of grinding in the metropolis. Before referring to these results, however, we may add one or two of the few incidental circumstances known in connection with the history of the mills. The practical manager was Samuel Wyatt, one of the original proprietors, who gave some evidence respecting the results of working by steam at an inquiry held by a committee appointed in September 1796 (five years after the destruction of the Albion Mills) to inquire into the causes of the prevailing high price of flour; the report of the committee being presented to Lord Mayor Curtis at a meeting of the Common Council, held in the Guildhall on October 27 of the same year. Mr. Wyatt "being asked if the mechanism of mills would supply the quantity of flour necessary for London, he answered, 'It certainly would, for the want of mills about London is another cause of the scarcity: if mills were situated nigher London and on the borders of the Thames, the consumer would have flour cheaper. The Albion Mills ground 100,000 quarters of wheat a year with two steam-engines, and there was a foundation laid for a third engine. He believes the mills improved the quality of flour by making a lively good flour, and promoted competition among the millers, which reduced the price and occasioned the quality to be better. The flour sold at the Albion Mills had a great character among the consumers; and the bran and pollard being much sweeter, were more fit for feeding animals. He understood that several barges had been stopped on the river by reason of the drought, and that the expense of bringing the flour

2. Albion Mills, London.

from Reading by land carriage is 4s. 6d. per sack, and there must be a saving to the metropolis. The Albion Mills would have been perfectly satisfied with the profit of a halfpenny per sack.' Upon the question whether a number of mills on a smaller scale would not be safer from various causes, and serve the public as well, without increasing the expense, he answered, he did not think they would enhance the expense if not too small. An engine of less size than that used at the Albion Mills would not answer the purpose, and the expense would be nearly the same. On all grounds he conceives a number of mills near the metropolis would be beneficial, with one engine in each." Other material points in his evidence are noted later. In addition to the foregoing, evidence was given by Mr. Foulds, engineer to the London Bridge Waterworks, "who exhibited to us two drawings of mills for grinding corn"; and by John Rennie, the engineer, who stated that, "if mills were wanted, there was a new steam-engine erected at Ranelagh which would, if employed, work 1000 quarters of grain per week; there was also a mill at Dartford capable of working from 300 to 400 quarters per week; and another at Isleworth, which was not one quarter employed." The whole of this evidence, it is interesting to note, was at direct variance with current opinion as expressed in so high an organ as the *Encyclopædia Britannica*, about the year 1795, in connection with corn mills: "Mills may be moved by the force of steam, as were the Albion Mills in London; but the expense of fuel must undoubtedly prevent this mode of corn-grinding from ever becoming popular." The Committee found that the high price of flour was due to a decrease in the number of mills at work in the vicinity of the metropolis, and by supplies of flour which used formerly to come solely to London market

Appendix A. STEAM-MILLS.

2. Albion Mills, London.

being diverted by the various new canals to other parts of the kingdom. The suggested remedy was the erection of additional mills, "either by public subscription or otherwise, under the sanction of the Legislature, and subject to such regulations as Parliament shall deem expedient"; but the result does not appear.

In palpable contrast to the indifference of Horace Walpole was the energetic zeal of John, Lord Sheffield, whose interest in this undertaking has already been mentioned. In December 1800, concerning himself with the probable causes of renewed scarcity of grain and flour, he issued a pamphlet entitled *On the Deficiency of Grain due to the Bad Harvest, etc.*, in which incidentally he reviewed the evidence taken before the Lord Mayor in 1796 with regard to the Albion Mills and the reduction they effected in the cost of grinding. Whatever might be his view of the loss due to bad harvests, that transitory matter is of small moment compared with his view of the loss due to the system of milling. He appeared to be in violent hostility to alleged malpractices by the millers, and took considerable trouble to demonstrate that the millers were at the root of the evil of dear bread. We may briefly follow his argument, which, curiously enough, will, however, be seen to be based on the alleged impropriety and inefficiency of that very system of milling—regrinding—which the French Government had been at great pains to encourage, and which throughout the world at the present day constitutes the acme of perfection in the art of grinding grain; though his contentions were also based upon a condemnation of the trade that was not content with grinding but must concern itself with the buying and selling of corn and flour.

2. Albion Mills, London.

"We cannot be surprised that the public should be alarmed and provoked by the printed resolutions and the language of the millers during last session, and also by the evidence which some of them gave before the Select Committee of the House of Commons, throwing difficulties in the way of all economy of wheat. It evidently appeared that they and the bakers wished to adhere to the old mode of dividing and subdividing and mixing flour and meal, which perplexes even those who have had opportunity for some inquiry on such subjects. This is by no means meant as a general observation. I know several respectable men in that line who declared their opinion that a prohibition to millers to make only one kind of meal on emergency, taking out merely the broad bran, would bring into use as the immediate food of man a much larger proportion of wheat than is used by the common mode of dressing flour and making bread. . . . Concerning combinations in the trade, as also adulteration in the manufacturing of flour and bread, which the millers repeatedly affirm is never practised, the public may have already formed their opinion.* I shall therefore only suggest for attention a note they have given: 'It was not at all an uncommon thing for the millers in the vicinity of London to dress the pollard and bran which they bought from the Albion Mills Company; and 100 sacks of flour at a time have been extracted from that offal and sold.' They have not, however, told us whether they extracted flour from their own offal. . . . There is reason to regret that in a great part of

* "A Corn Factor," in *A Letter to the President of the Board of Trade* (1819), fulminates a still more gross charge of conspiracy against the trade: "I am credibly informed that when the assize of bread existed in London the bakers entered into an agreement with the millers to purchase flour at the nominal price of 90s. per sack when the real price was 80s. only, the additional 10s. being returned to them as discount on the payment for their purchases, by which understanding they were able to defraud the public by obtaining the assize of bread to be set at 10s. higher than it ought to have reached."

Appendix A. STEAM-MILLS.

2. Albion Mills, London.

England the millers are not content with their proper business of grinding and dressing meal, but have added to their own trade the trades of mealmen and corn-dealers. This circumstance exposes them to the suspicion of counteracting attempts towards better management in several districts of the country.

"Mr. Samuel Wyatt [of the Albion Mills Company], examined before the Committee of Council upon February 2, 1795, being asked whether, if Parliament were to force the miller to dress his flour coarser, it would not increase the quantity for the common consumption of the people, said: It would increase the quantity from a given quantity of wheat, as it would take in the finer pollards, which were now separated from the flour; while also the expense of manufacture would be reduced. And being asked as to the quantity of flour, pollard, etc., made out of a given quantity of wheat, he said: From a load of wheat of 40 bushels, according to an experiment made upon 20 loads, equal to 100 quarters (averaged at 60 lbs. per bushel), the produce was as under, viz.:—

Flour.		lbs.		Sacks.	Bushels.	Pecks.	lbs.
Sold by the sack of 280 lbs., or 5 bushels 56 lbs., a peck 14 lbs.	Fine Households	1265 4/16	equal to	4	2	2	5 4/16
	Seconds . . .	378	,,	1	1	3	0
	Thirds. . . .	157 8/16	,,	0	2	3	3 8/16
	Fourths . . .	92 4/16	,,	0	1	2	8 4/16
	Whole weight . .	1893 4/16	reduced to sacks	6	3	3	3 4/16

Offal.		lbs.		Bushels.	Peck.	lbs.
Sold by measure called double measure, 16 bushels to the quarter.	Fine Pollard	125 4/16	reduced to bushels	2	0	18 4/16
	2nd ,,	47	,, ,,	1	0	0
	3rd ,,	36 8/16	,, ,,	0	0	36 8/16
	House ,,	164 4/16	,, ,,	4	1	10
	Bran	22 12/16	,, ,,	0	0	22 12/16
	Whole weight	395 12/16				

Loss in grinding, about 30 lbs.

"Mr. Wyatt explained that the fine household flour makes the white bread in general consumption in London. Seconds, which is sold from 2s. to 3s. per sack under the price of household, goes to mix

2. Albion Mills, London.

with households or to bakers who sell under price. Thirds are sent coastwise, or used in London for making brown bread. Fourths are generally sent to Liverpool or Newcastle, and used for ordinary biscuit mixed with coarse sharps. No part of the pollard is used for the food of man; but bread made with the fine pollards in the flour is more nourishing than the fine dressed flour, particularly for people who use great exercise or hard-working men. At the Albion Mills they made out of a given quantity of wheat more flour than other mills generally did; but the same might be done at other mills if they would use labour sufficient."

Considerable interest attaches to the analysis of prices and milling profits with which Lord Sheffield clinches his arguments; his figures showing that, so far as profits are concerned, the millers of that date were indeed reaping a golden harvest. The returns given extend over a period of twenty-six years—viz. twelve years before the Albion Mills started, five years during which they were at work (1786–90), and nine years subsequent to their destruction. During the time the Albion was in operation, average profits are shown to be brought down 50 per cent. During the next four years (owing, as Lord Sheffield suggests, to an apprehension that the Albion was to be rebuilt) they crept slightly up again. And during the subsequent five years they ran up to upwards of 50 per cent. above the original high figures at the outset of the returns:—

PROFITS ON MILLING.

A Table showing the Average Profits in manufacturing a Sack of Flour in the years 1774 to 1779, exclusive of the pollards and the brans: Which are a Compensation for all Expenses attending Grinding and Carriage to and from the Mill: But frequently and particularly at this time [1800] much more than a compensation: Also the Average Profits for the Five Years in which the Albion

Appendix A. STEAM-MILLS.

2. Albion Mills, London.

Mills manufactured flour: Compared with the like profits for the Five Years preceding that time and for the last Five Years ending December 30, 1799: Together with some observations on the Millers' representation, &c.

[N.B.—The comparison is generally made between the sack of flour and the quarter of wheat; but as six bushels of wheat of average goodness will make in quantity and quality what will be equal in value to a sack of fine flour, the price of a sack of flour should be compared as below with the price of six bushels of wheat which produce it. But if six bushels of wheat should not be the precise quantity which produces the sack of fine flour, yet a little variation from that quantity will materially affect the following table:]

Year.	Price of a Quarter of Wheat.	Price of Six Bushels of Wheat.	Price of a Sack of Flour.	Miller's Profits per Sack.	Average Profits.
	s. d.	s. d.	s. d.	s. d.	
1774	50 8½	37 8¾	42 11½	5 2¾	
1775	46 2¾	34 8¼	40 8	5 11¼	
1776	37 8¾	28 3¾	32 4	4 0¼	
1777	43 2¾	32 5¼	38 7½	6 2¼	
1778	40 9¾	30 7½	36 6	5 10½	
1779	33 7½	25 2¾	30 0¾	4 9¾	5s. 6½d. the average profit per sack for these twelve years.
1780	36 4¾	27 3¾	31 10½	4 6¾	
1781	44 0½	33 0½	39 10¼	6 9¾	
1782	47 0	35 3	41 1¾	5 10¾	
1783	46 7½	34 11¾	41 9½	6 9¾	5s. 11¾d. the average profit per sack for these five years.
1784	46 11½	35 2¾	39 8	6 5¼	
1785	37 11¾	28 6	34 5¾	5 11¾	
1786	36 6	27 4½	30 2¼	2 9¾	
1787	41 1½	30 10¾	32 11¾	2 1¾	Albion Mills.
1788	45 3	33 11¼	36 10¾	2 11½	2s. 10½d. the average profit per sack for these five years.
1789	51 8½	38 9¾	41 7¾	2 10¼	
1790	51 3	38 5¼	42 0¾	3 7½	
1791	44 11¼	33 9	36 7	2 10	
1792	41 11¾	31 6	34 4	2 10	3s. 1½d. the average profit per sack for these four years.*
1793	46 7¼	34 11½	39 7¼	4 7¾	
1794	51 4½	38 6½	40 9¼	2 2¾	
1795	75 0	56 3	63 3¾	7 0¾	
1796	67 9¾	50 10½	62 4¾	11 6¼	8s. 8d¼. the average profit per sack for these five years.
1797	50 7	37 11¼	44 10¼	6 11	
1798	47 10½	35 11	44 4¾	8 5¾	
1799	64 10½	48 8	58 2¼	9 6¼	

The average profit on the sack of flour in the five years in which the Albion Mills were working was thus 2s. 10½d., and in the five preceding years 5s. 11¾d.—difference 3s. 1¼d., which was so much saved to the public on every sack of flour. And during these two periods the average price of wheat was nearly the same, being 44s. 6¼d. per quarter in the latter period, and 45s. 2d. in the

* The apprehension that the Albion Mills would have been rebuilt seems to have operated in keeping down the price of flour, for it increased rapidly in the following years when such apprehension had vanished.

former—difference only 7¾d. per quarter. The difference in the profits of milling in the five years of the Albion Mills and the last five years was 5s. 9¾d. per sack.

3. So far as we are able to trace, the earliest installation of steam at or near Liverpool is to be credited to the ancient manorial watermill of Bootle, in the northern suburbs of the present city; this being one of the mills of the erstwhile king's miller of Liverpool, Sir Edward Moore. From the days of Moore the old mill had seen many vicissitudes. It had endured till after the expiration of soke restrictions, and had been worked in connection with a windmill erected in its vicinity in 1789,* till in 1791 (the year of the destruction of the Albion Mills) a final effort was made to rehabilitate its fallen fortunes, and bring it ahead with the latest improvements of the times by installing a steam-engine. But the Bootle millers seem to have been altogether unequal to grappling with the difficulties incident to the new machine, and very soon the old manorial mill was despoiled of the new industrial honour appertaining to it; the steam-engine being incontinently taken out and the whole plant offered for sale: "Steam-Engine at Bootle! To be sold by auction on the premises a steam-engine with water-wheel, nearly new. May be seen on application to S. Nelson at Bootle. Cylinder 18 inches, water-wheel 14 feet 4 inches, with suitable geers, pan 7 feet, and all other necessary apparatus."† Subsequently trade fell entirely away, and the watermill was for some years utilised for the manufacture of paper; though the windmill was worked as usual till January 4, 1834, when

3. Liverpool.

Text, Vol. IV.

Liverpool Advertiser, Jan. 23, 1791

* "To be sold by auction on August 26 next the very beneficial interest of the assignees in Bootle water corn mill and the *newly erected windmill* standing between the watermills and the Bootle Coffee House, etc." Liverpool Advertiser, Aug. 3, 1789

† On April 2 in the same year it is reported that Boulton & Watt have just succeeded in applying a steam-engine to coinage machinery at their copper mint, Soho, Birmingham.

Appendix A. STEAM-MILLS.

3. Liverpool.

(after being burnt down in February 1831) it was entirely destroyed by fire, and was not rebuilt. The use of the engine at the watermill had been adopted, as already explained, not for driving the machinery, but, as the mention of the water-wheel shows, merely for pumping the water from a low to a high level to secure a steady and continuous flow. This was the case at the next local installation in point of date we meet with—namely, at Eccleston, Prescot, near Liverpool, where, on January 9, 1797, the water corn mills were reported to be supplied with "a complete steam-engine for returning the water." On this basis it is not singular that the progress of steam should be slow.

A more efficient and enlightened use of the motor appeared in 1801, when the announcement was made: "Among the innumerable purposes for the convenience of human life to which the steam-engine is applied, one of the most essential, perhaps, at this day is that of grinding corn. The new mill at Warrington has been constructed by Messrs. Bateman & Sherratt on a new principle, which *operates by steam*, and will with great facility grind and prepare upwards of 400 bushels of wheat daily. The many others now erecting in various parts of the country must contribute materially to accommodate the public, and with that regularity likewise independent of local considerations, which will be found convenient, for steam-engines are worked in all seasons, and are capable of being constructed in all situations." Nevertheless, within the limits of Liverpool itself, the earliest allusion to a corn mill driven direct by steam does not seem to occur till so late as the year 1817, when, on July 14, it is reported that "on Saturday morning a fire broke out in Adamson's steam corn mill in Bridgewater Street, which destroyed the whole of the

Billing's Liverpool Advertiser, March 16, 1801.

inside of the premises." When they had been established we cannot discover; and the only other allusion to them we find is contained in the statement on April 26, 1819, that "on Saturday morning the steam corn mill in Bridgewater Street was entirely destroyed by fire."

3. Liverpool.

APPENDIX B.

ROLLER-MILLS.

Appendix B. ROLLER-MILLS.

1. Embryo Rollers.

1. THOUGH the practical, efficient use of rollers for the production of flour is of comparatively recent introduction, the mere idea of substituting them for millstones is almost a century and a half old.

When rollers were first projected, it was not alone their rudeness of construction and imperfection of working which rendered them useless to the flour-miller, the fact being that the science of milling itself was not then sufficiently advanced to render rollers of any more value than stones. The system of grinding in vogue at that time was that now known as "low grinding" or "one grinding." The French *Mouture Économique* (an account of the introduction of which has already been given) had not yet become sufficiently developed to render "high grinding" of material interest to the miller, and when it was the system was worked by stones. There was, in short, no call for rollers, and for half a century or more after their tentative introduction they remained mere useless nonentities to the practical miller.

Text, p. 174.

The earliest record of the invention of rollers—or steel mills, as they were termed—dates vaguely back to the year 1651, when Hazlitt in his work on husbandry recorded their use, in, however, an indistinct and indefinite manner, for the bruising of horse corn, &c.; and it was for this purpose that they were first actually put in practice. Much more explicit on the matter was Mortimer, the great authority on

husbandry at the commencement of the last century, who described two plans of roller-milling by hand, one being for the reduction of flour. He specified a stone cylinder or roller working against a short fixed concave breast, "a plan which has been patented many times since"; and suggested a differential speed for rollers as distinguished from the equal speed in Hazlitt's machine; adding, "I could wish that others of the same kind for other sorts of corn might be found out, or those sorts which are already found out could be more improved and be made more lasting than they are"—obviously alluding to the great wear of the unchilled surfaces of iron rollers. It does not appear, however, that Mortimer's machines were used for anything but grinding cattle food, and they certainly were so used down to the beginning of the present century. Two specimens of the old machines were exhibited at the Bristol meeting of the Royal Agricultural Society of England in 1842 by Messrs. Ransome, of Ipswich, and an illustration of one was given by Mr. J. A. Ransome in his work on agricultural implements, issued in 1843.

1. Embryo Rollers.

2. In the meantime other inventors were endeavouring to develop the crude idea of roller-milling. The first seems to have been Isaac Wilkinson, ironmaster, of Cartmel, North Lancashire (who constructed and floated near Ulverston the first boat constructed entirely of iron); his patent for rollers being dated January 1753, and comprising the invention of "a new sort of cast metallick rolls for crushing, flattening, bruising, or grinding malt, oats, beans, or any kind of grain and sugar-canes." In November 1774 Samuel Watson patented a certain grinding-mill turned by hand; on the opposite end of the frame being "a crushing-stone or roller for crushing malt, beans, oats, &c.; the roller being turned in

2. First Patents.

Appendix B. ROLLER-MILLS.

a direction contrary to the rotation of the main grinding-stone." And in June 1775 George Rawlinson patented a mill in which "the grain is first crushed by rollers combined with the hopper, and the crushed material is conducted thence over a fine sieve, which separates from it the dust and seeds before the material reaches the stones"—this last being the most perfect of the embryo trio, and literally comprising the germ of the actual process of grinding by which more than half a century later Hungarian millers made the quality of their flour famous throughout the world. But the idea fell unheeded on the craft at the time, and Rawlinson's mill, like the rest, seems never to have come into material use.

2. First Patents.

3. Early Failures.

3. In the year 1820 the whole of these primitive efforts were vastly superseded in scope, if not in success, by definite attempts to build power-mills in which rollers should partly or wholly supersede stones; the movement being initiated almost simultaneously by Collier at Paris, Bollinger at Vienna, and Helfenberger at Rorschach in Switzerland. Each of these, however, aimed at what then was not only actually unattainable by reason of the imperfection of the machinery, but was demonstrably impossible on an extensive scale owing to variations in the qualities of wheat treated; and it is not surprising that they failed. Of the labours of the three pioneers little or no trace seems to remain. Between the years 1820 and 1830 the system of high grinding was very fully exploited and splendidly developed in the stone mills of Austria—small water-mills with no more than two or three pairs of stones, but of course no rollers. Although very complete, the system devised by these millers was of a very complicated character in its way; being divided into sections for working, and each section again being

subdivided into intermediate processes; these various sectional divisions involving at once a great expenditure of time and the exercise of considerable manual labour, as well as necessitating extreme care and skill on the part of the men working the mills. However, with all its disadvantages, the system succeeded, and the Austrian millers at this period obtained a large preference in the sale of their flour. Steam coming into use, and vessels beginning to ply from a distance, these mills ere long lost almost the whole of their importance and value owing to their distance from the chief grain-growing districts; and this was the state of affairs when, in the year 1830, or ten years after Helfenberger had made his early attempt, a new impetus—again in Switzerland—was under somewhat curious circumstances imparted to the subject of roller-milling.

3. Early Failures.

4. In the year mentioned a Swiss named Müller, who had resided in Poland for some years, and had sought refuge in his native country on the outbreak of the insurrection, introduced to some Swiss capitalists a project of building roller-mills on the plan of certain mills which he alleged he possessed at Warsaw. It is stated that neither then nor at any other period was anything further ever heard of these Polish mills, but on the faith of Müller's representations a joint-stock company was formed to carry out his plans at the Swiss town of Frauenfeld. This Roller-Mill Company, with a capital equivalent to about £25,000, began operations by erecting at Frauenfeld a mill fitted up in accordance with the designs of Müller, who certainly had some knowledge of the principles of roller-milling. There were five storeys in the mill. Rollers were placed on each floor, commencing with breaks on the fifth, and ending with finishing-rolls on the first. The mill was started

4. The Sulzberger System.

4. The Sulzberger System.

in 1833, and given a thorough trial; but, despite every effort, it proved a complete failure, and Müller, discredited, disappeared from the scene. At this juncture the company, casting about for means of retrieving their losses, called to their aid one, Jacob Sulzberger, a Swiss engineer, who had been employed in the erection of their mill, but to whom the very elements of the science of corn-milling were then almost unknown. Fortunately he proved equal to the occasion. He undertook the complete reconstruction of the roller plant, placing two pairs of

Frauenfeld Roller-Mill, Switzerland.

iron rolls in one frame, one above the other, and driving each pair separately, the entire plant of rollers being located on the first floor, and only the lighter machinery on the upper floors. Thus reconstructed the mill proved a thorough success, and to Sulzberger and to Switzerland is to be distinctly attributed the honour of devising and working the first successful roller-mill in the world.

The success of this mill led the company to open out a business as constructors of roller plant, commencing operations by building mills at Kriens, near Lucerne, at Mayence, and at Melegnano, near Milan.

4. The Sulzberger System.

This latter did not prove a financial success, and in 1840 the plant was taken out and removed to Venice, where it was installed in the church of the convent Fundamenti della Misericordia, purchased for the purpose; working with perfect success, and forming, in fact, the embryo of the mill which still exists in the old conventual buildings. The next mills constructed by the company were those of Munich, Leipzig, Stettin, and, most famous of all, Pesth, to which we shall refer later. The contract form of the company shows that each purchaser of the Sulzberger machines and systems had to agree that no stranger nor any person not directly connected with the mill was to be admitted to inspect the machinery, the nature of which was to be kept secret; that no member of the proprietors of any such mill should become a shareholder in any other mill erected on the Sulzberger system without consent of the Frauenfeld Company. On the other hand, the latter agreed not to erect any mill within a certain radius of any such stipulating mill without consent; and the forfeiture of 4000 dollars was stipulated for on every 5000 kilos produced contrary to these provisions. The company guaranteed to produce from every 100 kilos of cleaned wheat 12 kilos flour No. 1, 40 No. 2, 20 No. 3, 26 low grade and bran, and 2 of offals. The company eventually gave up the mill-building business in 1846, but the milling trade of their original mill at Frauenfeld was continued by Mr. F. Debrunner (one of the former shareholders) till the year 1877, when it was finally closed. Ten years later Mr. Debrunner communicated to Mr. Emil Fiechter, of Liverpool, who took much interest in ascertaining the early history of roller-milling in his native country, the record as above abbreviated; and submitted to him also various of the original drawings of Sulzberger for the above mills. These, which

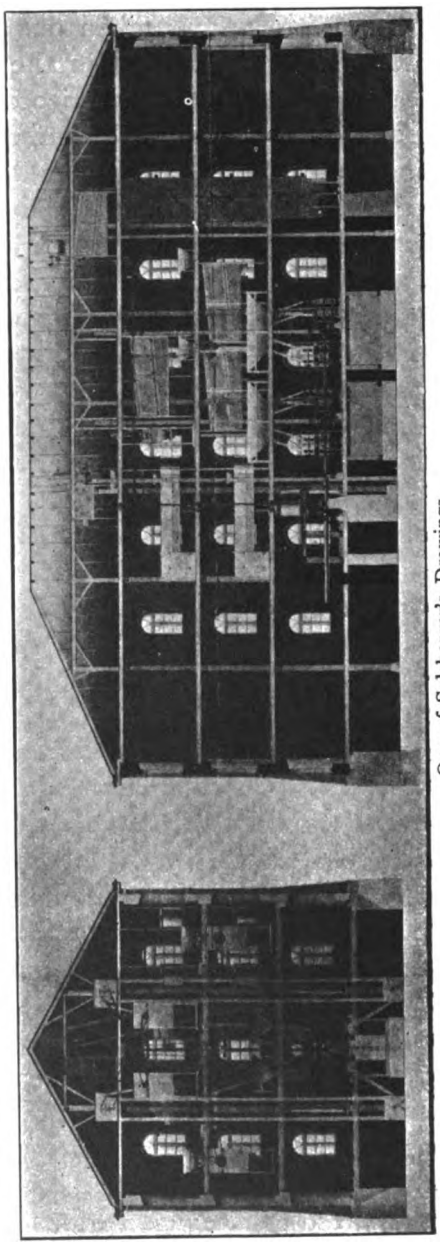
North-Western Miller, March 1888.

Appendix B. ROLLER-MILLS.

5. Pesth Mill.

Mr. Fiechter zealously caused to be lithographed, show sets of roller plant, which, as the work of an engineer who died in 1855, exhibit a marvellous and little-suspected completeness.

5. Of the entire series of mills constructed by the Frauenfeld Company, the most notable and successful was that of Pesth, where ultimately roller-milling reached so high a degree of perfection as to establish the system throughout the milling world. Thus while it is to Austria that belongs the credit of developing in its minutest detail the French system of high grinding, it is to Hungary that appertains the honour of producing the best results from that system by perfecting on a large scale roller-milling.



One of Sulzberger's Drawings.

5. Pesth Mill.

The mill was established in 1839 by the owners of an extensive foundry and engineering works, who converted their business into that of the newly devised system of roller-milling. One of the chief proprietors was Count Stefan Szechenyi, and the mill was distinctively termed the Walzmuhle, or Roller-Mill. The rollers erected by Sulzberger, which were of grooved iron, were here arranged in sets of three pairs, one above the other, in a cast-iron frame; and these were used only for the primary processes, stones being utilised for the final reductions into flour *—this system lasting, it is stated, till as late as the year 1863. Before the extension of the mill in 1867, it contained in all 210 pairs of rollers, arranged in five sections—two sections being devoted to the production of semolina and middlings, and three to that of flour; the whole absorbing motor force of about 300 indicated horse-power. For several years in its earlier career the owners had a great deal to contend with in the form of prejudice on the part of the public and hostility on the part of the local millers' guild; but possessed of large capital, and guided by men convinced of the efficacy of their system, the establishment not only survived opposition, but gained the highest and most distinguished position ever till then held in the estimation of the public and the trade.

With the exception of this one the mills built by the Frauenfeld Company on the Sulzberger system were not conspicuous for their success, owing to reasons which had operated against rollers in their still earlier trials. The machines were complicated and the processes intricate, and it was extremely difficult to find men sufficiently intelligent and careful to work them properly, though the Frauenfeld Company had endeavoured to abolish this special

* A diagram of one of these machines appears in *The Miller*, 1876, p. 83.

Appendix B. ROLLER-MILLS.

trouble by providing millers and engineers trained at their own works. The main cause of the disasters, however, is rightly attributed to the reckless application of the system to all kinds of wheat without a knowledge of its necessary preparatory treatment. Owing to these failures the system fell into general discredit even in Hungary; so much so that even in Pesth—then the most advanced milling centre in the world, and rendered still more famous by the conspicuous success of the Walzmuhle—there were till 1874 but two or three small mills, other than this latter, where rollers had been installed. Nevertheless, it was the profitable working of the system at the Pesth Walzmuhle that first placed roller-milling on an assured footing as a practicable technical feasibility; and many attempts were early made to improve upon the original plans of Sulzberger.

5. Pesth Mill.

6. The Buchholz System.

6. One of the most successful of the new systems was that of G. A. Buchholz, whose patent of 1862 for a partial roller system seems to have inaugurated the very excellent plan upon which he subsequently furnished many roller-mills throughout Europe. He followed Sulzberger very closely in the method of arranging the rolls, but added a little complication by inserting sieves between each set of rollers. His first partial system, that of 1862, was established in that year in the mills of Messrs. J. Fison & Co., Ipswich, the semolina produced by fluted rolls being ground after more or less perfect purification by under-runner millstones. The Albert Mills of Messrs. Radford & Sons, Liverpool, were equipped on the Buchholz partial system in 1868. Despite the imperfect results of the system according to modern ideas, we are informed by Mr. W. J. Radford that from 30 to 40 per cent. of the flour produced was certainly of magnificent quality, and found ready sale at prices

6. The Buchholz System.

ranging from fifteen to twenty shillings above the top brands of ordinary mills, while the residue also commanded a fair price. In 1870 the stones were entirely removed, slightly grooved rolls being substituted: the mills then comprising a full roller installation, constituting, as we are informed by Mr. Radford, actually the first complete roller-mill without stones in the kingdom.* This occurred in the days when no single installation of rollers had taken place in the United

Radford's Albert Mill, Liverpool.

States, and when flour from Radford's roller-mill, supplied to the American line steamers, was literally the first roller-made flour to cross the Atlantic. The total capacity of the mills at this period was about 3000 sacks of flour per week. Messrs. Radford, it may be stated, were so satisfied with the results

* It is claimed for Mr. Arnold Buchholz, son of the inventor of the system, that in the erection of the mills of Messrs. Barlow & Sons, Bilston, and Messrs. Fairclough & Sons, Warrington, in 1878, he is entitled to the honour of "introducing into England the system of manufacturing flour exclusively from rollers"; but the claim seems to be unfounded. These mills were certainly, however, among the first erected in the period of enthusiasm following the visit of British millers to the Vienna Exhibition in 1877. Miller, 1880, 928.

Appendix B. ROLLER-MILLS.

attained at the mills that they obtained exclusive rights of working the Buchholz system in Liverpool and for a radius of seven miles round, for which they paid a large sum, that we believe was never recouped. At about this date several partial installations on the same system had taken place in different parts of the kingdom,—as in 1867 at the mills of Mr. S. S. Allen, Middleton, Cork; Mr. J. Stannard, Colchester; and others; at each of which, as stated by Mr. Henry Simon, of Manchester, the system was ultimately given up, owing to the unsatisfactory and imperfect method of adjusting the rollers. The whole of these earlier installations of the system took place in old mills; and it is claimed by Mr. John Pattinson that his mill at Penrith, erected and fitted with complete roller plant on the Nagel & Kaemp system in 1879 was the first mill actually built for rollers in which stones were never used. The system was installed by Mr. H. J. Sanderson (the present Secretary of the National Association of British and Irish Millers), who was then the representative of Messrs. Nagel & Kaemp, and fitted up various of the early roller-mills throughout the country. This plant was made at Hamburg, and comprised plain chilled rollers, capable of turning out about six sacks per hour. The mill, we are informed, gave excellent results, and was only discontinued on Mr. Pattinson removing to his present larger mill at Whitehaven.

6. The Buchholz System.

7. The Oexle System.

7. In 1867 Mr. Oscar Oexle, who had been superintendent engineer at the extension of the Pesth Walzmuhle, came to England and fitted up several mills on a modification of that system,—the first being the North Shore Mills, Liverpool, in 1868; the mills of Messrs. Davidson & Sons, Newcastle, somewhat later; and those of Messrs. Muir & Sons, Tradestone, Glasgow, with a more complete process, in 1873.

8. The first real impetus, however, was given to roller-milling in 1874 by the introduction of the porcelain rollers of Mr. F. Wegmann, of Naples, into the Pesth Walzmuhle. These were 7 inches in length and 4½ inches in diameter, one roller of a pair being driven direct and the other by friction, pressure being applied not by the ratchet-screw arrangement but by weighted levers, and the rollers working at a speed of from 180 to 200 revolutions per minute. These were claimed to be more efficient than those of steel or iron, while their worn surfaces could be more easily and cheaply restored. They were very extensively adopted, and proved one of the greatest incentives to the production of flour solely by rollers. As in the days of the Frauenfeld Company, great secrecy at this period was maintained at most roller-mills as to their system of working; so much so that we find so high an authority on technical milling as Professor Kick stating (*Die Mehl-fabrikation*): "We have not been permitted to study the mode of operation in a large roller-mill, and the results of working given are therefore derived from careful experiments made on a smaller scale upon single machines."

8. The Wegmann System.

9. In 1877 the late Mr. Henry Simon, of Manchester, made the first installation of his system, on an experimental scale, at Mr. A. McDougall's mill, Manchester, and, as stated by him (at a meeting of the Institution of Civil Engineers, 1880), it was in this mill in 1878 that he fitted up "the first complete roller-mill without stones in England"; and at Messrs. Shakleton & Son's mill, Carlow, that he fitted up the first complete roller plant in Ireland. These were undoubtedly the first installations of the Simon system; but it will be remembered that Messrs. Radford claim the Albert Mills, Liverpool, fitted up on the Buchholz system in 1870, as the first mill without stones in the

9. The Simon System.

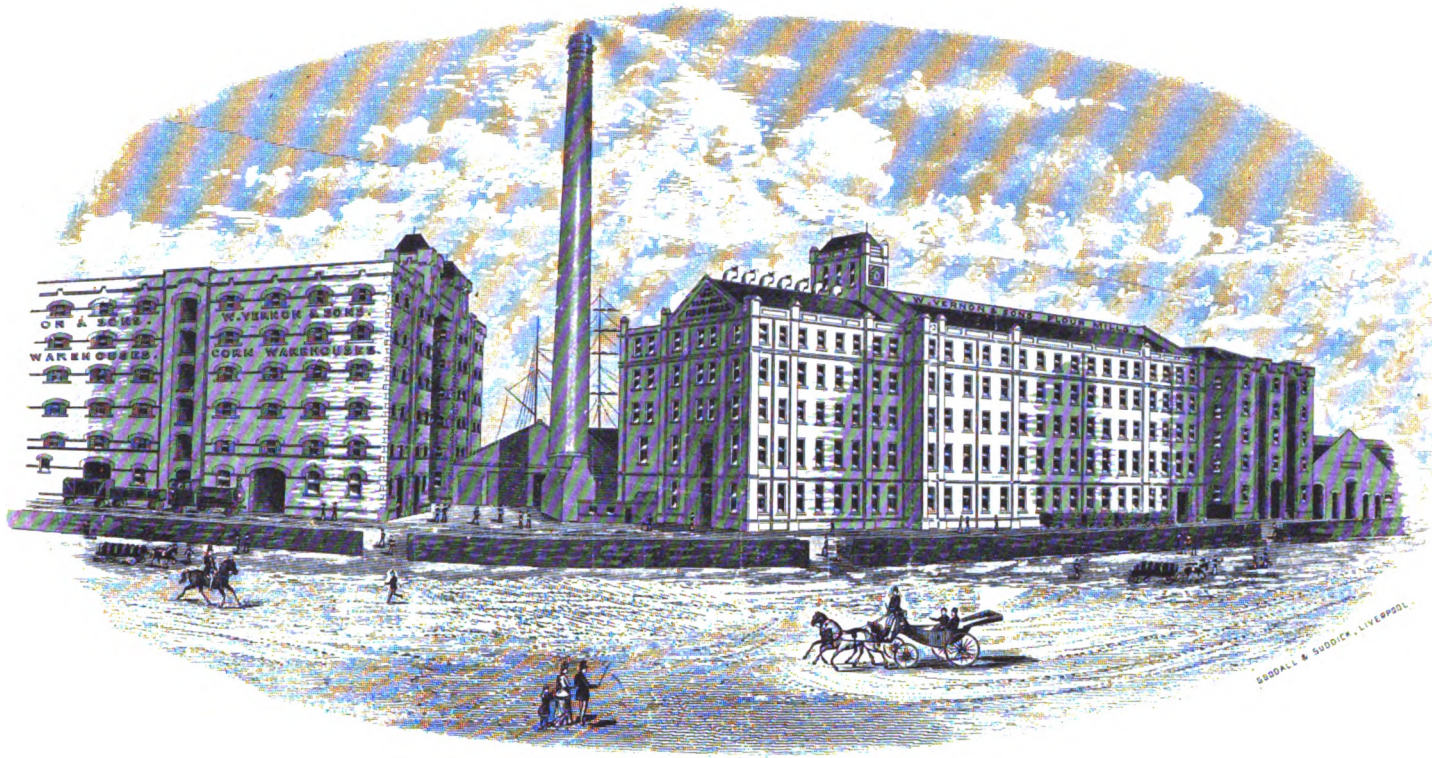
Appendix B. ROLLER-MILLS.

kingdom. On the Simon system "the first automatic roller-mill in England was built for Messrs. F. A. Frost & Sons, Chester, in 1881"; this being the year in which Simon also fitted up the second complete roller plant possessed by Liverpool—viz. that of the mill of Messrs. Jacobi & Tonge, in Commercial Road, which since 1887 has been one of the mills worked by Messrs. W. Vernon & Sons. Since these early installations the undoubtedly great merits and conspicuous success of the Simon system have led to its very large adoption throughout the world, culminating in the present year in the magnificent mills erected at Birkenhead by Messrs. W. Vernon & Sons, of Liverpool, a brief description of which follows.

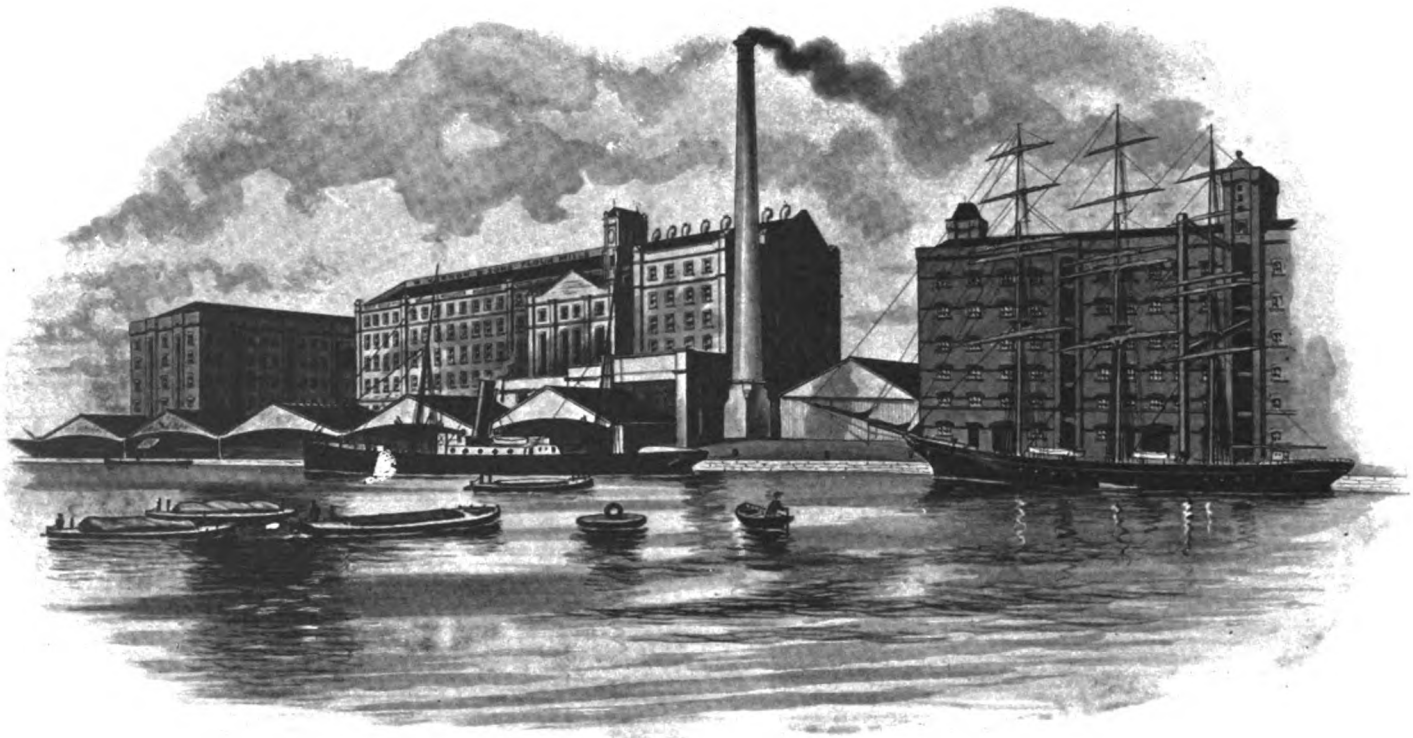
9. The Simon System.

10. Vernon's Mill, Birkenhead.

10. Though the main purport and object of this history have comprised merely the record of the development of mills and the laws and customs which governed their use, there is yet another aspect of the question, not quite within our province, but which may not be now altogether overlooked—namely, its commercial aspect. This dates its beginning from the days of grist toll, but has developed in modern times through various phases to the ingenious and complicated systems of dealing with enormous turnovers now demanded in the business. Looking back to the hitherto slow evolution of milling processes, we must be doubly impressed with the rapid advancement achieved in both the science and skill of the trade in the Victorian Era—not less marked an advance, indeed, than has been seen in that great development of the practical uses of electricity which characterises the close of the century; the great changes brought about by modern inventions and developments now necessitating a considerably greater degree of scientific knowledge and practical skill on the part of the miller than has ever before been



W. Vernon & Sons' New Flour Mills, Birkenhead Dock. North View.



W. VERNON & SONS' NEW FLOUR MILLS, BIRKENHEAD DOCK. SOUTH VIEW.

Vernon's
, Birken-
ıead.

requisite. His mind has not, however, been more greatly exercised upon the engineering problems which modern systems have inaugurated, than upon the commercial phase of his business. And when it is considered how varied are the present trade complications and usages with which the miller is called upon to deal—systems of payment, qualities of wheat, differences in prices, modes of handling, haulage, canal, railway, and land carriage—it will readily be perceived that a vast multiplicity of hitherto unknown details have been introduced into his business; and that a complicated, yet complete, system has necessarily been organised and daily is carried out by the conductors of our huge modern flour mills. Though a mill may now grind well and yield a good output, yet unless its commercial branch is well organised and thoroughly up to date in all the multifarious details affecting its outdoor trade, the results of the best milling will assuredly be largely nullified.

10. Vernon's Mill, Birkenhead.

It had been our intention in the present section of this history to give some detailed account of several of the principal modern roller-mills of the kingdom, but space forbids; and we purpose, therefore, to confine our concluding remarks to a brief description of the latest and finest of the whole series of the splendid up-to-date mills of the period—that opened towards the close of the year 1899 at Birkenhead by Messrs. W. Vernon & Sons, of Liverpool.

The site of this mill, on the margin of the Birkenhead Docks, introduces to notice one of the most important desiderata affecting the erection of modern mills. When, in the early ages, the natural forces of wind and water were first adopted as motors, the important matter of site had for the first time to be considered—the strongest part of a

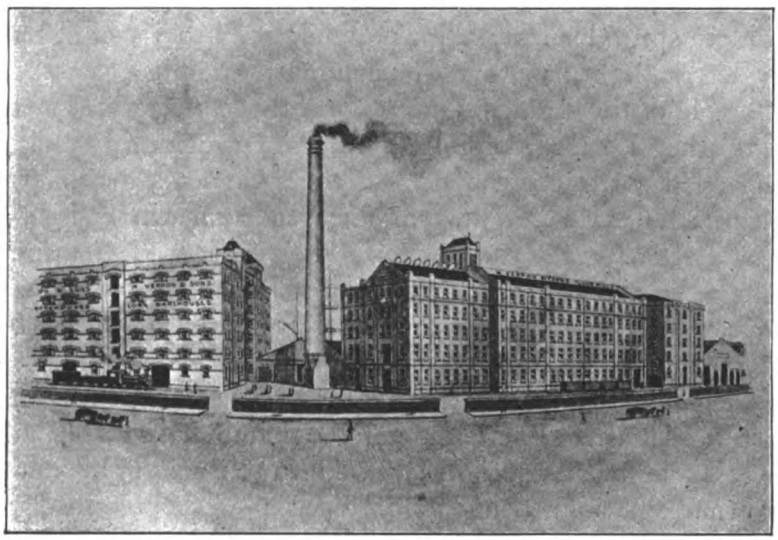
Appendix B. ROLLER-MILLS.

10. Vernon's Mill, Birkenhead.

stream or the highest point of a hill affording the most efficient situation for the proper working of the watermill or the windmill. In due course the introduction of steam altered all this, as it became immaterial where a mill driven by steam might be placed. Other later circumstances, however, have so operated, as to once again render the question of site one of considerable moment—the exigencies of railway or water carriage being now in this respect most important factors to be considered. Hence it is that throughout the entire milling world the port mills have increased, to the considerable disadvantage of many of the ancient inland mills which have outlived their day. Messrs. Vernon's mill possesses a site which may be said to be unique for such a business, and an ideal one from all points of view. It adjoins the largest dock of the Mersey Dock and Harbour Board, and any vessel afloat can come alongside; while it is surrounded by the lines of four of the principal railway systems in the kingdom. Many difficulties were experienced at the outset in utilising this excellent site, which was crossed by the bed of an ancient creek that had been filled in to a depth of twenty-four feet when the dock walls were built; but by an extensive system of concrete foundations (that for the engine-house alone consuming 500 tons of concrete) all difficulties in rendering the site suitable for the immense building to be erected upon it were overcome. Besides the advantages of proximity to the dock and the railway lines, the mill possesses the additional benefit of being in juxtaposition to the large grain warehouses of the Dock Board, with which it has immediate connection by travelling band, and from any section of which it can receive its wheat in bulk. The economic results of working a large business under such favour-

10. Vernon's Mill, Birkenhead.

able conditions must be great indeed. The advantage of receiving wheat and delivering flour at different parts of the mill is invaluable, as vessels and barges can be loaded at any time without being in any way interfered with or hampered by the larger vessels at the same time delivering wheat. The delivery out can thus proceed simultaneously with the discharge of grain into the silos of the mill, while delivery of the manufactured article to railway waggons can also



Messrs. W. Vernon & Sons' Roller-Mills, Birkenhead.

proceed at the same time. A well on the site, 500 feet deep, specially sunk by Messrs. Vernon, yields an abundant supply of pure fresh water, used for washing the grain, supplying the boilers, etc.

The exterior aspect of the mill is shown in the annexed illustration, though comparatively little idea can be formed of its architectural features without actual inspection. The building, erected from the designs of Mr. John Clarke, of Liverpool, is of very handsome appearance, enhanced by an unusually large

Appendix B. ROLLER-MILLS.

10. Vernon's Mill, Birkenhead.

number of windows. It is rectangular in form, divided longitudinally into two separate mills, each with distinct plant and distinct management. The structure is faced with Ruabon red brick, with stone and terra-cotta arches, cornices, etc.; the girders throughout are of Siemens-Martins steel; the floors are of red pine and pitch pine specially imported. The building is so constructed that in case of fire the outbreak would be confined entirely to one section; while the entire structure is protected by three complete sprinkler installations, and lighted throughout by electric light, so that the insurance premium on the whole of the premises must have been brought down to the lowest possible limit. The chimney-stack, carried out to correspond with the style of the building, is 186 feet in height, and forms a conspicuous landmark from the river-side. The engine, of marine type (triple expansion condensing), is of 1200 horse-power; the rope-drum weighs 27 tons, and has 36 ropes driving direct on to each of the main shafts of the mill; the makers being Messrs. Victor Coates & Co., Belfast. The engine and dynamo houses appear to have been specially treated to ensure light and ornamentation, being floored with vitreous mosaic, the walls lined with glazed tiles as a high dado, and above this scraffito-work in cream and India red; the whole imparting an extremely light and elegant appearance, and forming an extraordinarily favourable comparison with the usual old condition of things in mills where one was met at every turn by gloom, dust, and untidiness—conspicuous in the present mill by their absence.

As already incidentally mentioned, the mill contains two separate and distinct plants, specially designed, and evidently erected regardless of cost, by Messrs. Henry Simon, Ltd., Manchester. No. 1 plant

10. Vernon's Mill, Birkenhead.

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10. Vernon's Mill, Birkenhead.

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10. Vernon's Mill, Birkenhead.

has nine large heavy 4-roller mills, 60 by 10 in., and twenty-seven 4-roller mills of the heavy type, 40 by 10 in. No. 2 plant has nine 60 by 10 in. large heavy 4-roller mills, and thirty-five 4-roller mills of the heavy type, 40 by 10 in. The necessary machinery for dressing and purifying, dividing and subdividing, is of a most elaborate type, and comprises several hundred machines. The two plants can make a total output of about 12,000 sacks of 280 lbs. of flour, equalling 17,000 barrels per week. To understand better the amount of packages which thus have to be moved, it may be said that this represents a total out-turn of about 36,000 packages per week, varying in weight from 100 lbs. to 280 lbs. each package—a statement which, as compared with the ancient order of affairs when the miller or his customers carried the grain and flour on their shoulders up and down the mill, vividly brings to mind the vast progress in milling affairs which the close of the century has witnessed. The mills have private silos to hold 35,000 quarters of wheat,—the mixture being taken entirely by automatic mixers and weighing-machines direct to be treated as required by the screening, scouring, washing, and drying plants; thence to the rollers to be ground; the various products finally reaching, for packing, a large warehouse, joining the same dock at an opposite point from that at which the wheat is received. Great thought and care have evidently been devoted to devising here that amplitude and perfection of automatic handling without which the moving of a daily output of this extensive character could not but prove both a very difficult and a very costly operation. The silos are constructed of concrete on the Hennebique system—*i.e.* a steel wire and steel rods grouted with cement concrete in such a substantial manner as to make them absolutely fire-proof. The whole of the

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10. Vernon's Mill, Birkenhead.

elevators, barge elevators, and bands in connection with the silos are driven by electricity. The screen-room has four complete and distinct plants to separate, wash, and dry wheat in exactly the manner most suited to clean and prepare it for grinding. Indeed, throughout the mill one is impressed by the thorough uniformity which has prevailed in its erection and equipment; architect, engineer, and miller alike having happily combined to produce just such a structure and such a combined system of machinery as would constitute one harmonious whole—one gigantic automatic piece of mechanism complete in all its parts, and capable of yielding the calculated extent of output regularly and constantly without alteration or addition. In mills of even modern date it is often seen that attempts to exceed the actual turn-out result in the adding of plant and buildings by piecemeal, to the overcrowding of floors, the impeding of facility and comfort in working, and the obstruction of light and air—a condition of things which can only be avoided by such a system of construction as has been adopted in this mill.

We must not omit to state that it was Millennium flour, the product of this mill, that attained the unrivalled position of beating all comers, and securing the Fifty Guinea *Miller* Challenge Cup in the Flour Competition, English *versus* Hungarian, at the International Bakers' Exhibition, London, September 1899; a result testifying in no small degree to the efficiency of the new plant and the skill of those responsible for its working.

In closing this brief account of a mill typical of the latest advances in engineering and technical skill in the manufacture of flour, we can probably indicate in no more interesting manner than by an approximate estimate of its probable cost the vast difference

between such a structure and the small mills of former days. Water or wind mills, perpetuating to the present time the old types, are commonly found quoted at what seem by comparison mere nominal valuations. A watermill in Suffolk, in good repair, and with house attached, we have already instanced as being sold for £300; and a six-floor windmill, in the same excellent agricultural county, with modern patent sails and auxiliary steam power, and residence and gardens free from land-tax and tithe, selling in all for £250. Looking to the vast establishment on the quay of the Great Float, Birkenhead, and taking into account the structure, milling plant, silos, warehouses, land, dock sheds, and quay wall, the probable cost of the whole would seem to represent an outlay of over £200,000. Such a comparison serves to illustrate the vast progress in milling science and resources in modern times; still, on endeavouring to estimate it, we can but be met by the reflection that in this, as in other matters mundane, there is even yet no finality. Milling is a subject that has occupied the attention of man from prehistoric ages, and its importance, so far from being diminished, keeps expanding with the progress of time. Yet the enormous output of the mills of the world at the present day is doing no more than feeding one-half of the human race; and with the inclusion of the natives of India and Burmah, China and Africa, among wheat-consuming peoples, there is perceived to be ample scope yet remaining for still further extensions of milling skill, and still further elaborations of milling processes, in directions of which present science and knowledge may form no conception.

10. Vernon's Mill, Birkenhead.

Text, II. 202, 213.

11. What Pesth had proved for Hungary and Liverpool for England — centres whence radiated complete roller-milling processes—Minneapolis a few

11. In the United States.

Appendix B. ROLLER-MILLS.

11. In the United States.

years later proved for the United States. In the year 1873 Minneapolis, already the great milling centre of the States, possessed no larger or more complete mills than the two owned by Governor Washburn, and occupied and tenanted by Messrs. Christian & Co. Of the two, the smaller, that known as Washburn B, was built in 1866; Washburn A being erected in 1873, and fitted with the then splendid plant of forty-two run of stones, the largest in the States.

At about the date of the erection of this mill—or, as briefly stated in the United States Government Agricultural Report for 1875, "a few years since"—a French miller named C. N. La Croix, located in Minneapolis, introduced into Mr. Christian's mill "a system of high grinding in operation in his native country," of course with the use of stones. Of this system the Government Report states: "It has long been known in some parts of Europe as the Hungarian system, but is new to the United States": nevertheless, it is the fact that Oliver Evans, almost a century earlier, had stated: "It is always profitable to the miller to grind and bolt the middlings [from one grinding] over again, and make them into superfine flour and fine middlings." Much attention was, however, given to the system ere long. The Report for 1876 states: "American millers have introduced very important modifications in the system. The object of the Hungarian and of the American system alike is to obtain the maximum proportion of middlings, and the purification of the latter before regrinding into flour. The Hungarian system accomplished these results by a complicated and bewildering series of processes, while the American system accomplishes the same with fewer and simpler manipulations. The American system originated in Minnesota, and at

11. In the United States.

least a quarter of the mills in Minneapolis are constructed with reference to this high milling process." It was on this newly developed modification of the Hungarian system with the use of stones that Washburn A Mill was run for five years, though the demerits of the system were rapidly becoming questions of vital moment in the great flour centres of the country. As tersely expressed by one of the trade organs within three years after the opening of Washburn A: "We do not want sharp stones and low grinding any longer to mash our flour into an impalpable powder; we want fine granulated flour: the Germans have been at this for some time, using porcelain cylinders; but the Americans are just discussing it, and in a few instances practising it"—though we find no record of any of them then practising it save experimentally. The system came to an end at Washburn A Mill in May 1878, when a terrible explosion in the night destroyed the entire structure, and killed every man at work within it—about a score. Governor Washburn immediately set about its reconstruction; and as he and Mr. Christian had already been experimenting on a small scale with rollers on the Hungarian system, it was decided to adopt them, a miller being taken over from Hungary for the purpose of superintending the new system. In May 1880 it was reported that "Washburn A will be a Hungarian roller-mill, although there will be in it twenty run of French burrs; there will be 120 roller-mills of four rolls each, part of porcelain and part of iron." * At this time there were reported to be 110 flour mills in Minneapolis, with a total of 667 pairs of stones, Washburn A being apparently the only one

North-Western Lumberman, Nov. 1876.

Miller, 1879, 550.

Miller, 1880, 930.

* It is, however, stated: "The first roller-mill in the United States was a 100-barrel experimental mill, built in one end of Washburn C in the winter of 1878–79. It contained sharp corrugated rolls, smooth iron rolls, and porcelain rolls, and made three regular grades of flour at five reductions." Gradual Reduction Milling: Gibson: Minneapolis, 1885, 24.

Appendix B. ROLLER-MILLS.

11. In the United States.

in which rollers had been adopted. It does not appear at what date the half-break system was replaced by a complete roller plant, but no doubt the change was made after no long interval. The system early spread throughout the States; and in the Tenth Census (1880) the mills of C. A. Pilsbury & Co. are stated to be fitted up with a complete system in which "the middlings from the several reductions are passed through purifiers, and then are reduced to flour by successive reductions on smooth iron or porcelain rollers."

To pursue the story beyond this elementary stage would be foreign to the purpose of the present sketch. Sufficient has been outlined to render clear the position of the States with regard to the development of roller-milling. The system there in use is an elaboration of the earlier system of the Continent; and if America is not therefore to be credited with the invention of roller-milling, she still is entitled to the honour of so perfecting it as to impart a stimulus to the industry such as the world had never before experienced. Or as an American technical authority remarks: "We of this country are disposed to take a great deal of credit to ourselves in the matter of roller and gradual reduction mills. But it must appear that we are wrong in all this, and that we are justified in claims of invention only in so far as apply to the adaptation of this system to the automatic mechanical arrangements of American mills. From the present practice in American mills it would appear that the nearer we approach Hungarian methods as a system the more successful and profitable is our milling." *

Gradual Reduction Milling: Gibson.

* We have pleasure in expressing our thanks to Mr. Walter Baxendell, of the Bee Mills, Liverpool, for facilitating our researches regarding the origin of roller-milling by an inspection of his complete collection of early milling technical journals.

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